

COLLECTIVE AGREEMENT

BETWEEN

THE TORONTO AGED MEN'S AND WOMEN'S HOMES

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

EFFECTIVE: MAY 1, 2010

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COLLECTIVE AGREEMENT

BETWEEN

THE TORONTO AGED MEN'S AND WOMEN'S HOMES
(hereinafter referred to as "Belmont House" or the "Employer")
OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA
Affiliated with A.F.L., C.I.O., C.L.C.
(hereinafter referred to as the "Union")
OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide mechanisms for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.
- 1.02 There shall be no discrimination on the part of the Employer or the Union by reason of race, national or ethnic origin, colour, religion, sex, age or membership or non-membership in the Union. The Union and Employer agree to abide by the Ontario Human Rights Code.
- 1.03 The parties confirm that Belmont House and its staff are dedicated to providing a safe, caring, and secure home for the residents.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of The Toronto Aged Men's and Women's Homes in Metropolitan Toronto, save and except registered, graduate and undergraduate nurses, paramedical employees, supervisors, persons above the rank of supervisor, office and clerical employees, students employed under a co-operative educational program or work experience program, persons regularly employed for not more than twenty-two and one half (22 1/2) hours per week and students employed during the school vacation period.
- 2.02 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 3 – DEFINITIONS

- 3.01 (a) Full-time: A full time employee is defined as an employee who is regularly scheduled more than twenty-two and one half (22 ½) hours per week
- (b) Part-time: A part time employee is defined as an employee who is regularly scheduled twenty-two and one half (22 ½) or less per week.
- (c) All others are considered casual
- 3.02 Where the singular is used it may also be deemed to mean the plural, within the appropriate context.
- 3.03 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 4 - RELATIONSHIP AND DUES DEDUCTION

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 4.02 Except as herein provided, it is agreed that the Union and the employees will not engage in union activities during working hours or hold meetings at any time on the premises of Belmont House without permission of the Employer.
- 4.03 (a) All Employees who are in the employ of the Employer at the signing date of this Agreement and all new Employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to a one-time union dues administrative assessment for newly hired employees, and regular monthly Union dues to be deducted from their wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire.
- (b) Union dues are not deducted from any SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave
- 4.04 Payroll deductions now or hereafter required by law shall be made prior to deduction of dues, and if the balance remaining payable for the first pay period of the month is insufficient to permit the deduction of the full amount of dues, no such deduction for dues shall be made in or in respect to that month.
- 4.05 The Union shall certify to the Employer the amount of regular monthly union dues and advise the Employer in writing of any changes in such dues deductions.

- 4.06 The monies deducted in accordance with this Article together with a list of the employees so deducted shall be forwarded to the Local Union Financial Secretary not later than the end of the month in which deductions were made.
- 4.07 The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignments furnished under any of such provisions.

ARTICLE 5 - NO STRIKES - NO LOCKOUTS

- 5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*, as amended.

ARTICLE 6 – UNION ORIENTATION

- 6.01 The Employer agrees to acquaint new employees with the fact that the Union agreement is in effect.
- 6.02 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 first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the home;
 - (b) to maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Employer reserves the right to introduce new rules from time to time, copies of which will be made available to all employees and to the Local Union.

- (c) to hire, transfer, lay off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period, has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer and must be supported on a rational basis;
- (d) to have the right to plan, direct, and control the work of the employees and the operations of the Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

ARTICLE 8 - UNION REPRESENTATION

- 8.01 The Employer acknowledges the Union's right to select or otherwise appoint four **(4)** employees, with no more than one from any department on the same shift, as stewards. All stewards shall have at least 6 months seniority with the Employer and shall be regular employees of Belmont House during their time in office. The name of each of the stewards and the name of the steward chosen or otherwise selected from time to time amongst them to be the Chief Steward 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.
- 8.02 The Union recognizes and agrees that the employees covered by this Article have regular duties to perform in connection with their employment and unless specifically authorized by this Agreement, the work of the Stewards shall not be carried on during working hours. It shall be the duty and function of the said Stewards to assist in the carrying out of the terms and provisions of this Agreement, including the adjustment of all grievances and complaints.
- 8.03 The privileges of a steward to leave his work without loss of basic pay to attend to Union business excluding negotiation for the renewal of the Collective Agreement and Arbitrations is granted on the following conditions:
 - (a) Such business must be between the Union and the management. Employees having grievances cannot discuss these with their stewards during working hours, except in the case of a discharged employee who shall be allowed to meet with his Steward for a period of not more than ten (10) minutes.
 - (b) The time shall be devoted to the prompt handling of necessary Union business.

- (c) The steward concerned shall obtain the permission of the supervisor concerned before leaving his work.
- (d) He must not enter a department or area other than his own, without explaining to the supervisor of such department or area his purpose before proceeding into that area.
- (e) The time away from work shall be reported in accordance with the timekeeping methods of the Employer.
- (f) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- (g) In the application of this Article, there shall be no suspension of work by any employee without the express permission of the employee's supervisor.

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

8.05 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a labour management committee during the term of this agreement the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting would be made in writing at least one 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 amendment or renewal of this agreement. Meetings will be held quarterly unless otherwise agreed. A Union staff member may attend as representative of the Union.

8.06 CMI/RAI MDS

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practicable after the receipt of the annual CMI/RAI MDS 2.0 (as amended) results. The Employer agrees to provide the Union Representative with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS 2.0 (as amended) results for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS 2.0 (as amended) changes on the staffing levels in the facility, and quality care, and provide

the Union with an opportunity to make representation in that regard.

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

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

8.07 Return to Work

- (a) The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.
- (b) Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work programs for work related injuries.
- (c) The Employer agrees that its Early and Safe Return to Work programs will include a statement that the Employer will make reasonable effort to provide modified duties.
- (d) Prior to any disabled employee returning to work from a disability including WSIB to any modified/light/alternate work program, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.
- (e) The parties agree that the requirement to consult in the Return to Work language does not in any way mean that the Union's consent is required for the back to work program for the work force.

ARTICLE 9 - BARGAINING COMMITTEE

- 9.01 The Employer agrees to recognize a bargaining committee constituted for the purpose of negotiating the terms of this Agreement consisting of three (3) bargaining unit employees with a minimum of 6 months seniority each. The employees may be elected or otherwise selected by the Union, with no more than 1 from any department on the same shift however one of the three shall be the Chief Steward. It is understood and agreed that the three employees so selected may have the assistance of a representative of the Union in all such negotiations with the Employer.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.01 Complaints & Grievance

- (a) 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 a matter is arbitrable and an allegation that this Agreement has been violated.
- (b) All complaints and grievances shall be taken up in the following manner:

Step Number 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 four (4) working days from date of submission.

Step Number 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step Number 1, the employee, who may request the assistance of his or her steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or his designated representative and the employee. It is understood that at such a meeting the Administrator 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 Administrator or his designated representative shall be given in writing within five (5) working days following the meeting.

Step Number 3

Should the Administrator fail to render his decision as required in Step Number 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 Number 2 is given, or within ten (10) working days following the meeting under Step Number 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.

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

10.03 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.

10.04 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. The Union Stewards undertake to be reasonably available in person or by telephone for such meeting. 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.

10.05 Discharge Grievance

In the event of an employee who has completed his probationary period being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

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 of 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 Administrator 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.

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.

10.06 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step Number 2 of the grievance procedure, by forwarding a written statement of said grievance to the SEIU Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the SEIU Union Representative 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 Number 3 of the grievance procedure.

10.07 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 Number 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 which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

10.08 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.

10.09 Grievance Process

- (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 (21) days 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 at Arbitration.

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

10.10 Arbitration Process

- (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 to act 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, all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the 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 Home.

10.11 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 11 - SENIORITY

11.01 Seniority, as referred to in this Agreement, shall mean the length of service with the Employer from the date of last hiring into the bargaining unit by the Employer.

11.02 An employee will be considered on probation for his first ninety (90) days actually worked during any twelve (12) consecutive months and will have no seniority rights during that period. After completion of the probationary period, the employee shall then be assigned a seniority date crediting him with ninety (90) days of service. Part-time employees becoming full-time employees may be subject to a trial period of 30 days.

Part-time employees who have not completed their ninety (90) days worked probationary period prior to becoming full-time employees shall be considered to be on probation until they have completed the remaining portion of their part-time probationary period plus the thirty (30) day trial period to a maximum of ninety (90) days actually worked as a full-time employee.

11.03 During the probationary period referred to above, the employee shall be considered as being employed on a trial basis and may be discharged or laid off at the discretion of the Employer. Discharge or lay-off of a probationary employee shall not be subject to the grievance procedure.

11.04 When two or more employees attain seniority on the same date, they shall be placed in alphabetical order on all seniority lists.

11.05 (a) The Employer shall supply the Union Office and the Chief Steward with a set of seniority lists by departments, in January and July of each year, showing employees' names in order of seniority, classification, the seniority and starting dates. Where an electronic copy is provided the Employer need not supply a copy to the Chief Steward.

(b) Employees will have one month from each posting to advise the Home of any errors or omissions.

11.06 Seniority shall be maintained and accumulated in the following circumstances only:

(a) when actually at work for Belmont House;

(b) when absent due to illness for up to 24 months, or when absent due to illness or accident resulting in W.S.I.B. benefits for 30 months, or is absent due to lay-off up to 24 months.

(c) when absent due to personal leave of absence, then seniority will continue to accumulate until the end of the calendar month in which such leave commences;

(d) when absent on vacation or on legal holidays.

11.07 Loss of Seniority

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

(a) voluntarily resigns, retires or is discharged for just cause; or

(b) is absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or

(c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or

(d) is absent from work for more than thirty-six (36) months by reason of lay-off; or

(e) is absent from work for more than thirty-six (36) months by reason of absence while on **WSIB** and there is no reasonable likelihood the employee will return to work within the near future.

Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such

leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

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.

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

11.08 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement and is later placed in a position within the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.

11.09 It shall be the duty of the each employee to notify the Employer and the Union promptly of any change in address. If an employee fails to do this, neither the Employer nor the Union will be responsible for failure of a notice to reach such employees.

11.10 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. It is further understood that the provisions of this article shall be applied in a manner consistent with the Ontario Human Rights Code, as amended.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) Benefits - WSIB or Paid Leave

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

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

- (e) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity, EI sick benefits and top-up, shall be considered a leave with pay.

ARTICLE 12 – JOB SECURITY

12.01 Layoff and Recall

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

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

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

12.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the skills to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
 - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.

- (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
- (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
- (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employees straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.

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

- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

12.03 Recall Rights

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

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

- (b) An employee recalled to work in a different classification from which she was laid off shall have the right of returning to the position she held prior to the lay-off should it become vacant within twelve (12) months of being recalled, if the qualifications of the job have not changed
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.
- (g) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.

12.04 Benefits on Lay-Off

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

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

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

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

ARTICLE 13 - JOB TRANSFERS

13.01 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.

13.02 If an employee is permanently transferred or reclassified to a higher rated job group, he shall receive the higher of his present rate, or the starting rate of the job to which he is transferred.

13.03 If an employee is transferred to a lower rated job group due to reduction in staff, inability to perform the work as required, or any other reasons as determined by the Employer acting within the scope of Article 7, the employee will receive the corresponding rate for the job to which he is transferred.

13.04 Responsibility Allowance

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assign an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

ARTICLE 14 - JOB POSTING

14.01 When a permanent vacancy occurs which the Employer decides to fill or when a new position is created within the bargaining unit, the vacancy will be posted for a

period of five (5) working days. Applications for the job may be made during the period of posting only, in writing, to the Administrator or her designate.

14.02 Posting notices shall state the nature of the position, the qualifications required, the required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

14.03 At the time of posting, the Employer may advertise outside for the position. The Employer will review the applications of employees before considering outside applicants.

14.04 In selecting employees for jobs which are posted, the Employer shall consider the following factors in determining which employee, if any, is to be awarded the posted job.

(i) The requirements and efficiency of operations and the skill, ability and qualifications of the employee to do the job.

(ii) The seniority of each employee concerned.

Note: The Union and the Employer agree to recognise 2nd year nursing students as equivalent to the Health Care Aide course for part-time/casual positions.

When, in the judgement of the Employer, (i) is to all intents and purposes equal as between two or more employees, seniority shall govern. An employee selected in accordance with this provision for a posted job will have two weeks to demonstrate that he is capable of performing the job and will be considered on trial for the first sixty (60) days worked.

14.05 The Employer reserves the right to fill a vacancy temporarily pending the selection of an employee to fill the vacancy on a permanent basis.

14.06 If the job vacancies cannot be filled under the provisions noted above, the Employer reserves the right to fill a vacancy from any other source including hiring from outside.

14.07 The posting procedure applies to an original vacancy only. A vacancy resulting from filling the original vacancy may be posted at the discretion of the Employer.

14.08 (a) No holder of a full-time position on the date of ratification January 23rd, 1989, will lose his full-time employment if his position is subsequently split into two or more part-time positions.

(b) The parties agree to recognize that Personal Support Worker Education accreditation as equivalent to the Health Care Aide Course.

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

14.10 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.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. It is agreed and understood that Belmont House is a twenty-four (24) hours per day, seven (7) days a week continuous operation and that services must be maintained. Subject to 15.14 (e), it is agreed that where required, employees shall work three (3) shifts as scheduled.

- 15.02 (i) The regular work period for Housekeeping and Maintenance shall be eighty (80) hours per two (2) week period excluding a thirty (30) minute unpaid lunch break in the approximate middle of each shift. Employees shall have a maximum of ten (10) minutes as a wash up period at the end of the shift.
- (ii) The regular work period of all other Bargaining Unit members shall be seventy-five (75) hours per two (2) week period including a thirty (30) minute

unpaid lunch period in the approximately middle of each shift. It is understood that while the nursing report is being given to the incoming shift, employees of the previous shift will provide unpaid coverage on the floor for up to fifteen (15) minutes as required. Overtime will be paid for time in excess of fifteen (15) minutes.

- (iii) During the change from Daylight Savings Time to Eastern Standard time, or vice versa, an employee shall be paid for seven and one half hours (7 ½) or eight hours (8) as the case may be, notwithstanding the fact they have worked for six and one half (6 ½), seven (7), eight and one half (8 ½), or nine (9) hours.

15.03 The Employer shall grant a paid rest period of fifteen (15) minutes in both the first half and the second half of each scheduled seven and one half (7 ½) or eight (8) hours work period (for Housekeeping and Maintenance) or as arranged with the employee's supervisor on that shift. The Employer shall designate the proper locations where breaks and meals shall be taken.

15.04 The Employer shall have the right to schedule reasonable overtime when in its discretion it is required. Overtime shall be approved by the Administrator and will be paid at time and one-half of the employee's regular rate for the actual hours worked beyond seventy-five (75) hours per two (2) week period or seven and one half (7 ½) hours in a day or eighty (80) hours per two (2) week period or eight (8) hours in a day for Housekeeping/Maintenance.

15.05 In the case of overtime in excess of three (3) hours, the employee will be provided with a free meal.

15.06 Overtime shall be considered voluntary provided that, if sufficient qualified employees do not volunteer to enable the Employer to maintain the scheduled service, the Employer may require employees in reverse order of seniority to work overtime. The Union consents to the working of overtime in such circumstances.

15.07 To assure continuity of service, it is agreed that an employee at the end of his shift in such cases where his replacement has not relieved him, shall notify the supervisor, and if required by the supervisor, shall remain at work until replaced.

15.08 If a bargaining unit employee covered by this agreement is called back on duty after having completed his regular shift, the employee will be paid for a minimum of three (3) hours at the rate of time and one-half per hour.

15.09 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 (1%) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours or eighty (80) hours (for Housekeeping and Maintenance) in a two (2) week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours or eighty (80) 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.

15.10 Reportins Pay

Should an employee report for work at the regularly scheduled time for his shift and no work is available, such employee, will be entitled to 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.

15.11 The provisions of Article 15.10 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupts the operations of the Home for the Aged, nor shall it apply to employees returning to work without notice after absence.

15.12 No Pyramiding

- (a) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- (b) In no event shall there be any pyramiding of benefits or payments.

15.13 Employees shall clock-in in uniform.

15.14 The Employer will endeavour to maintain its existing work schedules and that:

- (a) Work schedules covering a six week period will be posted one week in advance. Employee requests for a specific day off must be submitted to the

supervisor one (1) week in advance of posting.

- (b) Employee requests for change in the posted schedule may be made in writing provided they are co-signed by the employee willing to exchange days off. However, such request shall not result in overtime compensation or payment to any of the employees affected and the appropriate supervisor must be notified in writing of any shift exchange prior to the date of such shift exchange;
- (c) The Employer agrees to arrange shift schedules such that employees will receive a minimum of twenty-four (24) hours off between the change of shifts. There shall be no split shifts.
- (d) The Employer will endeavour to provide every other weekend off or 50% of the weekends off in a 6-week period if mutually agreed between a supervisor and an employee.
- (e) No employee with seniority on January 23, 1989 shall be required to increase the number of shifts over which he rotates.

No employee shall be scheduled to work more than seven (7) consecutive days, except in the case of an exchange of shifts between employees.

15.15 Lunch or Meal Periods

Lunch or meal periods will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch, and locker facilities will be provided.

ARTICLE 16 - PAID HOLIDAYS

16.01 The Employer agrees that the following holidays with pay shall be granted to employees:

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

2 floating holidays paid at regular hourly rate which may be taken by mutual agreement at any time except during the Christmas holiday period.

16.02 The employee is eligible for this payment provided each of the following conditions are met:

- (a) The employee has completed his probationary period.
- (b) The employee works his full regular scheduled shift on the working day

immediately preceding such holiday and his full regular scheduled shift on the first working day following such holiday, unless he has failed to perform such work because of being absent due to verified illness of not more than two weeks duration, death in the immediate family, jury duty, lay off or vacation. An employee so qualified shall receive statutory holiday pay on the basis of an average of all hours paid in the preceding twenty-eight (28) days before the holiday;

- (c) In the case of a laid off employee, the employee has worked his last full shift in the seven (7) calendar days immediately preceding the day on which the holiday is observed.

16.03 An employee scheduled to work on a statutory holiday or who agrees to work on a statutory holiday who does not report for work and work the full shift shall not be entitled to statutory holiday pay or a lieu day as the case may be unless he provides a valid reason satisfactory to the Employer for his absence.

Employees scheduled to work on a paid holiday shall be paid one and one-half (1 1/2) times their regular rate for all hours worked on the paid holiday and shall be granted a day off with pay in lieu of the holiday by prior arrangement with the supervisor. Employees entitled to lieu days off are able to stack three (3) days to be scheduled by mutual agreement between the supervisor and the employee. Stacked day (s) may not be taken after December 15th in the year they are earned.

16.04 Employees receiving Workplace Safety and Insurance Act, or other insurance benefits or on Maternity Leave shall not be entitled to holiday pay.

16.05 Where a paid holiday falls on an employee's day off or during the employee's vacation period, the Employer shall designate a working day that is within thirty (30) days of the paid holiday and the day so designated shall be deemed to be the holiday.

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

ARTICLE 17 - VACATIONS WITH PAY

17.01 Vacations with pay as scheduled by the Employer shall be granted to employees based on their seniority and service as of December 31st in the previous year vacation.

17.02 In case two or more employees in a department request the same vacation period, the senior employees shall be given preference provided that employee may not receive a preference under this clause more frequently than once every three years.

17.03 Employees who have not completed their probationary period as of December 31st will receive four percent (4%) of their earnings to December 31st.

- 17.04 Employees who have completed their probationary period as of December 31st will be granted one (1) days vacation with pay for each completed month of service to a maximum of ten (10) days based on 4% of hours worked in the previous year.
- 17.05 Employees with three (3) years of service on or before December 31st of the previous year shall receive three (3) weeks of vacation with pay based on 6% of hours worked in the previous year.
- 17.06 Employees with eight (8) years of service as of December 31st of the previous year shall receive four (4) weeks of vacation with pay based on 8% of hours worked in the previous year.
- 17.07 Employees with twenty (20) years of service on or before December 31st of the previous year shall receive five (5) weeks of vacation with pay based on 10% of hours worked in the previous year.
- 17.08 Effective for the 2009 vacation year, employees with twenty-five (25) years of service on or before December 31st of the previous year shall receive six (6) weeks of vacation with pay based on 12% of hours worked in the previous year.
- 17.09 Effective for the 2009 vacation year, employees with thirty (30) years of service on or before December 31st of the previous year shall receive seven (7) weeks of vacation with pay based on 14% of hours worked in the previous year.
- 17.10 For purposes of article 17.03 to 17.09 vacation pay shall be calculated as follows:
Employees current rate of pay X hours paid X% of entitlement.
- 17.11 A vacation list will be posted by November 1st and remain posted until November 30th each year. After December 1st, vacation requests will be allocated in the order received. The Employer will endeavour to schedule vacation in accordance with employee requests.
- 17.12 In light housekeeping and nursing, no more than two people may take vacation at the same time. In maintenance and heavy housekeeping, no more than one person may take vacation at a time.
- 17.13 Vacations in excess of two weeks at one time must have the approval of the Administrator.
- 17.14 No more than one person in a classification may be granted vacation at times when there are special holidays, e.g. Christmas, New Years, Easter. Vacation requests shall be granted on a rotating basis. For the purpose of this Article, 17.02 shall not apply.
- 17.15 Employees may not request pay in lieu of vacation time.
- 17.16 Subject to the requirements of the payroll processor, an employee who wishes to receive vacation pay before going on vacation shall make such a request in writing

to the employee's supervisor no later than the Friday before the last pay preceding the vacation.

ARTICLE 18 - SICK LEAVE

- 18.01 Sick leave pay is for the sole purpose of protecting full-time employees against loss of income from legitimate illness or disability.
- 18.02 Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of one (1) day per month of service to a maximum of ninety (90) days. Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination.
- 18.03 Sick pay will not be given for the first day of the 3rd and succeeding illness in the fiscal year (January 1 - December 31).
- 18.04 It is the responsibility of every bargaining unit employee to report to work in a fit condition so as to be able to perform their regular job duties.

Accordingly, following an absence of more than two (2) consecutive scheduled working days, it is the responsibility of employees to advise the employer, at least 24 hours prior to the commencement of his or her shift, that they are fit to return to perform their regular job duties and that their physician has medically authorized and confirmed their ability to return to perform their regular job duties.

- 18.05 The employer may require an employee to be examined by an independent physician of the employer's choice for the purpose of determining whether an employee is fit to return to perform his or her regular duties. In such circumstances, the employer shall pay any medical fees charged beyond O.H.I.P. in relation thereto.
- 18.06 Days lost on WSIB shall not be counted against accumulated sick days. Salary will be paid for the day of injury only.
- 18.07 An employee who is absent from his scheduled shift is to phone Belmont House at least two hours before the shift begins unless impossible. A second call is to be made to his supervisor between 9:00 a.m. and noon to discuss the absence and the expected date of return. If the date is different than that originally set the employee will inform his supervisor as soon as possible and submit a doctor's letter giving the expected date of return.

An employee returning to work without having informed his supervisor of the expected date of return may not qualify for work or pay.

- 18.08 Employees hired prior to January 1, 1988 who have accumulated sick leave credits existing on January 23, 1989 may be eligible to cash out a maximum of one-half (1/2) the credits existing on January 23, 1989.

To be eligible to cash out sick leave credits, the employee must have completed a minimum of five (5) years of continuous employment as of the date of termination or retirement.

An employee who uses sick leave credits after January 23, 1989 such that the number of days of sick leave credit available to the employee becomes less than the number of days accumulated and standing to the employee's credit on January 23, 1989 shall not be entitled to accumulate further sick leave credits for the purpose of this subsection to replace the days used.

The number of days of sick leave credit that may be cashed out upon termination or retirement by eligible employees shall be the lesser of one-half (1/2) the number of sick leave days accumulated and standing to the employee's credit on January 23, 1989 or, one-half (1/2) the minimum number of sick leave days standing to the credit of the employee since January 23, 1989.

The payout shall be at the employee's rate of pay on January 23, 1989 less normal deductions.

- 18.09 Employees will be eligible to apply for L.T.D. after a 19 week waiting period when they have been off work because of illness.
- 18.10 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- 18.11 One days wage shall be payable for every 8 weeks from the end of the last award period in which the employee is neither late nor sick. Employees may add one day to their sick day credits in lieu of reward pay.
- 18.12 All benefits that are paid by the Employer will continue to be paid until the LTD plan comes into effect. Life Insurance will be paid until the policy waives the premium.
- 18.13 If a full-time employee who has been employed for more than one (1) year returns to work after one hundred and four (104) weeks following the commencement of an illness, and the employee's former permanent position still exists, the employee will be returned to their former **job**, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions.

ARTICLE 19 - MEDICAL EXAMINATIONS

- 19.01 Recognizing the close relationship between the health of the employees and the health of the residents of Belmont House and the susceptibility of residents to illness or infection, the Union and the Employer agree that strict compliance with all health

regulations is of utmost importance.

19.02 Where the Employer requires a medical examination by a physician of Belmont House, the time spent during the employees regular working hours will be paid at the employee's regular rate.

19.03 On an annual basis, an employee shall confirm with the Employer that the Employee is:

- (a) Free from active tuberculosis or other communicable or contagious disease and;
- (b) Physically fit to undertake his/her duties.

ARTICLE 20 - BEREAVEMENT LEAVE

20.01 A leave of absence to a maximum of four **(4)** consecutive days will be granted to an employee whose absence is necessary to arrange or attend the funeral of the employee's spouse, child or stepchild.

20.02 A leave of absence to a maximum of three (3) consecutive days will be granted to an employee whose absence is necessary to arrange or attend the funeral of the employee's parent, brother, sister. A leave of absence to a maximum of two consecutive days will be granted to an employee whose absence is necessary to arrange or attend the funeral of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law, grandparent, or grandchild. The employee will receive his regular rate of pay for any scheduled days of work within the specified leave of absence.

20.03 To be entitled to bereavement leave employees must notify the Home of the death at the first opportunity. Bereavement leave will not be granted retroactively, or for time while an employee is on vacation, sick leave, or a leave of absence.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE OF ABSENCE

21.01 Preamble

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

21.02 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 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 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 in writing to her supervisor 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 21.10 Parental Leave.

- (d) Notwithstanding article 21.02(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Effective March 31, 1994 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Homes supplemental Unemployment Benefit, an employee on pregnancy leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

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

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

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

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

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

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

- 21.03 An employee who does not apply for leave of absence under Article 21.02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 21.02(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.
- 21.04 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, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- 21.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, 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.
- 21.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 21.05.
- 21.07 Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan cannot be used. An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery.
- 21.08 Credits for service for the purpose of salary increments, vacation, or any other benefit included and credits for service for the purpose of salary increments, vacation, or any other benefit included and shall accumulate during the leave.
- 21.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 21.10 of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

21.10 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 child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen 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 the 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 weeks (18) 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 21.10 Parental Leave, the provisions under 21.01, 21.04, 21.05, 21.06, 21.07, 21.08, and 21.09, shall also apply.

ARTICLE 22 - JURY & WITNESS DUTY

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

- (a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and

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

ARTICLE 23 - LEAVES OF ABSENCE

23.01 The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least three (3) weeks notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Home.

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

If a leave is absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed one (1) year 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.

Leaves in July, August, and December will be considered taking into account operational requirements.

23.02 Union Leaves of Absence

- (a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Home.
- (b) In requesting such leaves of absence, the Union must give eighteen (18) days notice to the Employer to be confirmed by the Union in writing.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While on unpaid Union leave of up to thirty (30) days, employees will be maintained on regular pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).
- (d) Upon application by the Union in writing, the 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 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, such employees are deemed to be employed by the Union.

23.03 Educational Leaves

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the cost of the course upon successful completion of the course.
- (c) The Executive Director may grant a request for unpaid leave of absence to upgrade employment qualifications provided that she receives at least one month's notice in writing unless impossible and provided that such a leave requested during the months July, August, and December will be considered taking into account operational requirements. Applicants, when applying, must indicate the date of departure and specific date of return.

23.04 Family Medical Leave (as per ESA)

The employee and the Employer will continue to pay their respective shares of the benefit premiums.

- (a) Family medical leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with the Employment Standards Act which requires a certificate from a qualified medical practitioner.
- (b) An employee who is on family medical leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on family medical leave, the employee shall be reinstated to her former position.
- (d) The Record of Employment (ROE) will be provided immediately following the seventh (7th) day of such leave.

23.05 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.

It is understood that this article shall be administered pursuant to the Loss of Seniority provisions of this Agreement.

ARTICLE 24- WAGES

24.01 The rate of pay and classification schedules shall be those set out in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 25 - HEALTH AND INSURANCE BENEFITS

- 25.01 (a) The Employer shall pay one hundred percent (100%) of the billed premium for O.H.I.P. on behalf of employees with seniority. This benefit shall be payable by the Employer to all present employees on the basis of their current participation in the O.H.I.P. plan through the Company payroll and to all new employees with seniority who join the company's O.H.I.P. Group.
- (b) The Employer shall pay one hundred percent (100%) of the billed premium for a group life insurance and A.D. and D. plan to a maximum of one (1) times the employees annual earnings for each employee with seniority.
- (c) The Employer shall pay one hundred percent (100%) of the billed premium for an extended medical benefit (including semi-private hospital coverage) and drug plan, covering 80% of eligible drugs and services for employees with seniority.
- (d) The Employer shall pay one hundred percent (100%) of the premium cost of a vision care plan having a maximum payout of one hundred and twenty-five dollars (\$125.00) every two (2) years on behalf of the employees with seniority.
- (e) The Employer shall pay 100% of the billed premium of a Dental Plan #9, covering 80% of the current ODA rate on behalf of each employee with seniority.
- (f) The Employer shall pay 100% of the billed premium for a Long Term Disability plan for all employees with seniority, providing 67% of monthly earnings to a maximum of \$2,000.00
- (g) Effective January 1, 1999, the group benefit plan shall be amended to provide eligibility for same sex spouse.

25.02 Benefit Grievance Resolution:

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

- (a) the Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limit, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrators for this process shall be Norm Jesin and Laura Trachuk.
- (g) the arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) this process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.

- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of **Gerry Lee**, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

Any such dispute already under way, in respect of which an arbitrator has not been appointed shall proceed under this process. This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall also apply to insured benefits.

- (m) The above complaint resolution procedure shall not apply to the Long Term Disability provisions. It is understood that this is without prejudice to any existing enforcement rights contained in the Collective Agreement.

25.03 The Nursing Homes and Related Industries Pension Plan

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

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

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

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

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

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service as of January 1, 2008 (see Letter of Understanding).

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

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 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 paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits. The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

For further specificity, the items required for each eligible employee are:

- (i) To be Provided Once Only at Plan Commencement
Date of Hire

Date of Birth
Date of first Remittance
Seniority List (for purposes of calculations past service credit).

- (ii) To be Provided with each Remittance
Name
Social Insurance Number
Monthly remittance
Pensionable Earnings
- (iii) To be Provided Once, and if Status Changes
Address as provided to the Home
Termination date when applicable
- (iv) To be Provided Once, if they are Readily Available
Gender
Marital Status

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

.07 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 25.03 (.02) will be paid to the employee.

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

- 25.01(b) – reduce life insurance by 50%
- 25.01 (c) – Extended Health
- 25.01 (d) – Vision Care
- 25.01 (e) – Dental
- 18.02 – First two weeks of the short term sick leave

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

ARTICLE 26 – INJURY AND DISABILITY

26.01 Where an employee is absent due to illness or injury which is compensable by WSIA, the following shall apply:

- (a) The employee will be eligible for WSIA benefits in accordance with the WSIA.

- (b) If a person on WSIB returns to his/her employment, for purposes of calculating vacation entitlement in the year of her return, service will accrue while on WSIB.
- (c) An employee shall maintain regular contact with the Employer during the absence and will co-operate in the Employer's Return to Work program.

26.02 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.

26.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is six (6) weeks or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 14) of this Agreement. Where the anticipated absence is less than six (6) weeks, the Employer may fill the position at his discretion.

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

26.05 (a) If an employee who has been employed for more than one (1) year returns to work within one hundred and four (104) weeks following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(b) If an employee who has been employed for more than one (1) year returns to work after one hundred and four (104) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months mentioned in Article 26.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 11. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

This clause shall be interpreted consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act.

26.06 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, the employee shall be accommodated in a manner consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act.

ARTICLE 27 - UNIFORM ALLOWANCE

- 27.01 The Employer agrees to pay uniform allowance of six (6) cents per hour paid to employees in the Nursing Department, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.
- 27.02 The uniform allowance will not be paid on each cheque, but will be accumulated and the total annual accumulation would be paid by the first pay period in February of each year.
- 27.03 When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.
- 27.04 The Employer may specify the colour and style of the uniform to be worn. The Employer agrees to continue the supply and launder uniforms of all other employees. Employees shall wear on their uniforms at all times on the premises a photo I.D. badge to be supplied by the Employer. The cost of replacing a lost badge will be deducted from the employee's pay.

ARTICLE 28- HEALTH AND SAFETY

- 28.01 Management, the Union and staff shall co-operate in continuing to improve and provide a safe and healthful working environment for all residents and staff. This will be undertaken through the provisions of the Ontario Occupational Health and Safety Act.

The Employer shall inform its employees and their union representative of any situation relating to their work which may endanger their health and safety.

- 28.02 The Employer shall:

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

ARTICLE 29 - BULLETIN BOARD

- 29.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices two (2) bulletin boards in such place so as to inform all employees in the bargaining unit of the activities of the Union.

ARTICLE 30 - GENERAL

30.01 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun, and that the singular shall include the plural, where the context so applies.

30.02 Printing

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

30.03 Interpretation

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 working days. (Exclusive of Saturday, Sunday and named holidays).

ARTICLE 31 - LETTERS OF REPRIMAND

31.01 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 ie. residents and family where the record will remain on file, unless reversed at arbitration or by settlement.

31.02 Suspension

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface ie. residents and family where the record will remain on file, unless reversed at arbitration or by settlement.

31.03 Viewing the File

Having provided a written request to the Administrator at least one (1) 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 32 - NO CONTRACTING OUT AND WORK OF THE BARGAINING UNIT

32.01 The Employer shall not contract out work normally performed by employees in the bargaining unit which shall directly cause a lay-off of any bargaining unit employee other than a casual part-time employee.

32.02 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause the lay-off of employees in the bargaining unit other than a casual part-time employee.

ARTICLE 33 - SHIFT PREMIUM

33.01 All employees who are required by the Employer to work on the evening shift shall receive a shift premium of twenty-six (26) cents per hour. All employees who are required by the Employer to work on the night shift shall receive a shift premium of fifty (50) cents per hour. There shall be no requirement to rotate over the evening or the night shift to receive the shift premium.

33.02 Weekend Premium

All employees who are required by the Employer to work on the weekend on the day shift shall receive a shift premium of twenty-six (26) cents per hour.

ARTICLE 34 - STAND-BY PAY

34.01 An employee who is required to remain available for duty on stand-by, outside the normal working hours for that particular employee, shall receive stand-by pay in the amount of \$2.00 per shift.

ARTICLE 35 – PAY DAYS

Where pay is by direct deposit

35.01 The Employer shall provide, in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the stub is not handed to them directly by office or management personnel. For purposes of this article it is understood that management personnel does not include RN's or RPN's.

35.02 Termination of Employment

- (a) Upon termination or lay off, the employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.
- (b) Employees will endeavour to give a minimum of two (2) weeks notice of termination of employment.

ARTICLE 36 - RETROACTIVITY

36.01 The retroactive payment applies to wages only based on hours paid by the

Employer. Employees who have left their employment will be notified by prepaid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days.

ARTICLE 37 - TERM OF AGREEMENT

37.01 The terms of this Agreement shall be binding upon the parties hereto from May 1, 2010 through September 15, 2011 and thereafter from year to year unless either party gives to the other party written notice for renewal, cancellation or modification. Such notice must be given not earlier than ninety (90) days prior to the expiration of this Agreement.

37.02 If pursuant to such negotiations, an agreement on the renewal or amendment of this agreement is not reached prior to the current expiration date, this agreement shall continue in full force and effect until a new agreement is signed between the parties.

Dated at Toronto this 11th day of May 2011

THE TORONTO AGED MEN'S AND
WOMEN'S HOMES

S. Theophylacton
[Signature]
[Signature]

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 1 CANADA

[Signature]
[Signature]
[Signature]

J 21-2

SCHEDULE " A

**WAGE GRID
EFFECTIVE MAY 2010**

CLASSIFICATION	Probation	Start	One Year	Two Years
Maintenance Mechanic				
May 1, 2009	19.79	21.73	22.15	22.79
May 1, 2010	20.19	22.16	22.59	23.25
Cleaners				
May 1, 2009	16.01	16.56	17.05	17.54
May 1, 2010	16.33	16.89	17.39	17.89
Housekeeper/Laundry				
May 1, 2009	16.01	16.56	17.05	17.54
May 1, 2010	16.33	16.89	17.39	17.89
Dietary				
May 1, 2009	16.01	16.56	17.05	17.54
May 1, 2010	16.33	16.89	17.39	17.89
Registered Practical Nurse				
May 1, 2009	21.12	21.58	22.69	23.81
May 1, 2010	21.54	22.01	23.14	24.29
Health Care Aide				
May 1, 2009	17.25	17.86	18.38	18.90
May 1, 2010	17.60	18.22	18.75	19.28
Nurses Aide				
May 1, 2009	16.96	17.55	18.05	18.59
May 1, 2010	17.30	17.90	18.41	18.96
Cook 1				
May 1, 2009	19.57	19.81	20.10	20.37
May 1, 2010	19.96	20.21	20.50	20.78
Cook 2				
May 1, 2009	18.08	18.27	18.51	18.89
May 1, 2010	18.44	18.64	18.88	19.27
Activation Assistants				
May 1, 2009	13.74	14.27	14.79	15.85
May 1, 2010	14.01	14.56	15.09	16.17
Activation Coordinator				
May 1, 2009	17.25	17.86	18.38	18.90
May 1, 2010	17.60	18.22	18.75	19.28

Senior Housekeeper to get \$0.50 cents per hour above Housekeeper

ADDENDUM AGREEMENT
COVERING PART-TIME BARGAINING UNIT EMPLOYEES

BETWEEN

THE TORONTO AGED MEN'S AND WOMEN'S HOMES
(hereinafter referred to as "Belmont House"
or the Employer")
OF THE FIRST PART

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1 CANADA
(hereinafter referred to as the "Union")
OF THE SECOND PART

Incorporation

The Employer and the Union agree that all provisions of the Full-time Collective Agreement to which this Addendum is attached shall be incorporated into the Addendum and be applicable to the part-time bargaining unit employees as hereinafter defined.

Article 1 - Purpose

- 1.01 Same as full-time agreement.
- 1.02 Same as full-time agreement.
- 1.03 Same as full-time agreement.

Article 2 - Recognition

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Toronto Aged Men's and Women's Homes in Metropolitan Toronto regularly employed for not more than twenty-two and one half (22 1/2) hours per week and students employed during the summer vacation period save and except registered, graduate, and undergraduate nurses, para-medical employees, supervisors, persons above the rank of supervisor, office and clerical employees.
- 2.02 Same as full-time agreement.

Article 3 – Definitions

- 3.01 (a) not applicable
- 3.01 (b) Same as full-time agreement.
- 3.01 (c) Same as full-time agreement
- 3.02 Same as full-time agreement.
- 3.03 Same as full-time agreement.

Article 4 - Relationship and Dues Deduction

- 4.01 Same as full-time agreement.
- 4.02 Same as full-time agreement.
- 4.03 Same as full-time agreement.
- 4.04 Same as full-time agreement.
- 4.05 Same as full-time agreement.
- 4.06 Same as full-time agreement.
- 4.07 Same as full-time agreement.

Article 5 - No Strikes - No Lockouts

- 5.01 Same as full-time agreement.

Article 6 – Union Orientation

- 6.01 Same as full-time agreement.
- 6.02 Same as full-time agreement.

Article 7 - Management Rights

- 7.01 Same as full-time agreement.

Article 8 - Union Representation

- 8.01 Part-time employees may be represented by stewards within the full-time bargaining unit.
- 8.02 Not applicable.
- 8.03 Not applicable.
- 8.04 Not applicable.
- 8.05 Not applicable.
- 8.06 Same as full-time agreement.
- 8.07 Same as full-time agreement.

Article 9 - Bargaining Committee

- 9.01 Part-time employees may be represented by the committee for the full-time bargaining unit.

Article 10 - Grievance and Arbitration Procedure

- 10.01 Same as full-time agreement.
- 10.02 Same as full-time agreement.
- 10.03 Same as full-time agreement.
- 10.04 Same as full-time agreement.
- 10.05 Same as full-time agreement.
- 10.06 Same as full-time agreement.
- 10.07 Same as full-time agreement.

- 10.08 Same as full-time agreement.
- 10.09 Same as full-time agreement.
- 10.10 Same as full-time agreement.
- 10.11 Same as full-time agreement.

Article 11 - Seniority

- 11.01 Seniority, as referred to in this Addendum to this agreement, shall mean the number of hours worked with the Employer from the date of last hiring into the bargaining unit by the Employer. 2080 hrs shall be considered 1 year for the purposes of seniority and service for Housekeeping and Maintenance or 1950 hrs. shall be considered, 1 year for the purposes of seniority and service for all other Bargaining Unit members
- 11.02 An employee will be considered on probation for his/her first seven hundred and twenty (720) actual hours worked for Housekeeping and Maintenance during any twelve (12) consecutive months and will have no seniority rights during that period or six hundred and seventy-five (675) actual hours worked for all other Bargaining Unit Members during any twelve (12) consecutive months and will have no seniority rights during that period. After completion of the probationary period, the employee shall then be assigned a seniority date crediting him/her with either seven hundred and twenty hours (720) of service for housekeeping and maintenance or six hundred and seventy-five (675) hours of service for all other Bargaining Unit members. Where deemed necessary by the Employer, the probationary period of an employee may be extended for a further period by the confirmed written agreement of the parties.
- 11.03 During the probationary period referred to above, the employee shall be considered as being employed on a trial basis and may be discharged or laid off at the discretion of the Employer. Discharge or lay-off of a probationary employee shall not be the subject of the grievance or arbitration procedure subject to the Ontario Labour Relations Act as amended.
- 11.04 Same as full-time agreement.
- 11.05 (a) The Employer shall supply the Union Office and the Chief Steward with a set of seniority lists by departments, in January and July of each year, showing employees' names in order of seniority, classification, the seniority and starting dates. Where an electronic copy is provided the Employer need not supply a copy to the Chief Steward.

(b) Employees will have one month from each posting to advise the Home in writing of any errors or omissions.
- 11.06 Same as full-time agreement.
- 11.07 Same as full-time agreement.
- 11.08 Same as full-time agreement
- 11.09 Same as full-time agreement.
- 11.10 Same as full-time agreement

Article 12 – Job Security

- 12.01 Same as full-time agreement.
- 12.02 Same as full-time agreement.
- 12.03 Same as full-time agreement.
- 12.04 Same as full-time agreement.

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

For these purposes, 1800 hours (2080 hours for Housekeeping and Maintenance) part-time seniority = 1 year full-time seniority/

- 12.06 Same as full-time agreement.

Article 13 - Job Transfers

- 13.01 If an employee is temporarily transferred to a higher rated job classification for a period of sixteen (16) hrs or more, he/she shall receive the starting rate of the job classification to which he/she is transferred or his/her regular rate, whichever is greater.

- 13.02 Same as full-time agreement.
- 13.03 Same as full-time agreement.
- 13.04 Not applicable to part-time.

Article 14 - Job Posting

- 14.01 Where a permanent vacancy is posted within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the position(s), applications submitted for such posting within the full-time posting time limit from part-time employees will be considered prior to the consideration of persons not employed by the home.

- 14.02 Not applicable.
- 14.03 Not applicable.
- 14.04 Same as full-time agreement.
- 14.05 Same as full-time agreement.
- 14.06 Not applicable.
- 14.07 Same as full-time agreement.
- 14.08 (a) Not applicable.
- 14.08 (b) Same as full-time agreement.
- 14.09 Same as full-time agreement.
- 14.10 Same as full-time agreement.

Article 15 - Hours of Work and Overtime

- 15.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week, or of days of work per week. It is agreed and understood that Belmont House is a twenty-four (24) hours per day, seven (7) days a week continuous operation and which services must be maintained. Employees may be scheduled to work assigned shifts which are irregular and at varying times.
- 15.02 The normal work period shall consist of seventy-five (75) hours in any two (2) week period or eighty hours (Housekeeping and Maintenance); seven and one half (7 ½) hours in a day or eight (8) hours in a day.
- 15.02 (iii) Same as full-time agreement.
- 15.03 When an employee is scheduled by the Employer to work an seven and one half (7 ½) hour or eight (8) hour shift (for Housekeeping and Maintenance), the Employer shall grant a paid rest period of fifteen (15) minutes in both the first half and the second half of each scheduled seven and one half (7 ½) hours or eight (8) hours work period or as arranged with the employee's supervisor on that shift. The Employer shall designate the proper locations where breaks and meals shall be taken. For shifts scheduled of an employee by the Employer of less than eight (8) hours, the provision of Ontario's Employment Standards Act shall apply.
- 15.04 Same as full-time agreement.
- 15.05 Same as full-time agreement.
- 15.06 Same as full-time agreement.
- 15.07 Same as full-time agreement.
- 15.08 If an employee is called back on duty after having completed a seven and one half (7 1/2) hour or eight (8) hour shift (for Housekeeping and Maintenance), the employee will be paid for a minimum of three (3) hours at the rate of time and one-half (1 1/2) per hour.
- 15.09 Not applicable to part-time.
- 15.10 Should an employee report for work at the regularly scheduled time for his/her shift and no work is available, such employee, will be entitled to four (4) hours pay at the employees 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 or the length of scheduled shift to which the employee was assigned, whichever is less.
- 15.11 Same as full-time agreement.

15.12 (a) Same as full-time agreement.

15.12(b) Same as full-time agreement.

15.13 Same as full-time agreement.

15.14 Work schedules covering a six (6) week period will be posted one week in advance. Employee requests for a specific day off must be submitted to the supervisor one (1) week in advance of posting.

15.15 Same as full-time agreement.

Article 16 - Paid Holidays

16.01 Part-time bargaining unit employees are to receive the following holidays:

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

16.02 Eligibility for holidays and payment for holidays noted in Article 16.01 will be in accordance with the provisions of Ontario's Employment Standard Act. Note: percentage entitlement for lieu pay is included in the Benefit Lieu entitlement.

An employee scheduled to work on a statutory holiday or who agrees to work on a statutory holiday who does not report for work and work the full shift shall not be entitled to statutory holiday pay unless he provides a valid reason satisfactory to the Employer for his absence.

Employees scheduled to work on a paid holiday shall be paid one and one half (1 1/2) times their regular rate for all hours worked on the paid holiday.

16.03 Not applicable to part-time.

16.04 Not applicable to part-time.

16.05 Not applicable to part-time.

16.06 Same as full-time agreement.

Article 17 - Vacation Pay

17.01 Vacation pay shall be paid in a lump sum amount by separate cheque by the first pay period of February each year based on the previous years earnings.

17.02 Not applicable to part-time.

17.03 Not applicable to part-time.

17.04 Housekeeping and Maintenance employees with less than six thousand two hundred and forty (6240) hours actually worked on or before December 31st of the previous year, shall accumulate 4% each pay period of earnings for the relevant period of

time.

All other Bargaining Unit employees with less than five thousand eight hundred and fifty (5850) hours actually worked on or before December 31st of the previous year, shall accumulate 4% each pay period of earnings for the relevant period of time.

- 17.05 Housekeeping and Maintenance employees with more than six thousand two hundred and forty (6240) hours actually worked on or before December 31st of the previous year, shall accumulate 6% each pay period of earnings for the relevant period of time.

All other Bargaining Unit Employees with more than five thousand eight hundred and fifty (5850) hours actually worked on or before December 31st of the previous year, shall accumulate 6% each pay period of earnings for the relevant period of time.

- 17.06 Housekeeping and Maintenance Employees with more than sixteen thousand, six hundred and forty (16,640) hours actually worked on or before December 31st of the previous year, shall accumulate 8% each pay period of earnings for the relevant period of time.

All other Bargaining Unit Employees with more than fifteen thousand six hundred (15,600) hours actually worked on or before December 31st of the previous year, shall accumulate 8% each pay period of earnings for the relevant period of time.

- 17.07 Not applicable.

- 17.08 Housekeeping and Maintenance Employees with more than fifty-two thousand (52,000) hours actually worked on or before December 31st of the previous year, shall accumulate 12% each pay period of earnings for the relevant period of time.

All other Bargaining Unit Employees with more than forty-eight thousand, seven hundred and fifty (48,750) hours actually worked on or before December 31st of the previous year, shall accumulate 12% each pay period of earnings for the relevant period of time.

- 17.09 Housekeeping and Maintenance Employees with more than sixty-two thousand four hundred (62,400) hours actually worked on or before December 31st of the previous year, shall accumulate 14% each pay period of earnings for the relevant period of time.

All other Bargaining Unit Employees with more than fifty-eight thousand five hundred (58,500) hours actually worked on or before December 31st of the previous year, shall accumulate 14% each pay period of earnings for the relevant period of time.

- 17.10 Not applicable.

- 17.11 A vacation list and method of determining vacation allotment shall be in accordance with the Employer's present practices.

- 17.12 Not applicable.
- 17.13 Not applicable.
- 17.14 Not applicable.
- 17.15 Not applicable.
- 17.16 Not applicable.

Article 18 - Sick Leave

- 18.01 Not applicable.
- 18.02 Not applicable.
- 18.03 Not applicable.
- 18.04 Same as full-time agreement
- 18.05 Same as full-time agreement.
- 18.06 Not applicable.
- 18.07 Same as full-time agreement
- 18.08 Not applicable.
- 18.09 Not applicable.
- 18.10 Not applicable.
- 18.11 Not applicable.
- 18.12 Not applicable.
- 18.13 Not applicable.

Article 19 - Medical Examinations

- 19.01 Same as full-time agreement.
- 19.02 Same as full-time agreement.
- 19.03 Same as full-time agreement.

Article 20 - Bereavement Leave

- 20.01 A leave of absence to a maximum of three (3) consecutive days will be granted to an employee whose absence is necessary to arrange or attend the funeral of the employee's spouse, child or stepchild.
- 20.02 A leave of absence to a maximum of two (2) consecutive days will be granted to an employee whose absence is necessary to arrange or attend the funeral of the employee's parent, brother, sister. A leave of absence to a maximum of one (1) consecutive day will be granted to an employee whose absence is necessary to arrange or attend the funeral of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law grandparent, or grandchild. The employee will receive his regular rate of pay for any scheduled days of work within the specified leave of absence.
- 20.03 To be entitled to bereavement leave, employees must notify the Home of the death at the first opportunity. Bereavement leave will not be granted retroactively, or for time while an employee is on vacation, sick leave, or a leave of absence.

Article 21 - Pregnancy and Parental Leave of Absence

21.01 Preamble

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

21.02 Pregnancy Leave

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

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of 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 in writing to her supervisor 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 21.10 Parental Leave.

21.03 An employee who does not apply for leave of absence under Article 21.02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 21.02(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.

21.04 Not applicable to part-time.

21.05 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 part-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, 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.

21.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 21.05.

21.07 Not applicable to part-time.

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

21.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 21.10 of this agreement. The employee shall give the employer at least two **(2)** weeks' notice, in writing, that she intends to take parental leave.

21.10 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 child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of the 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 weeks (18) 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 purpose of parental leave under Article 21.10 Parental Leave, the provisions under 21.01, 21.05, 21.06, 21.08, and 21.09, shall also apply.

Article 22 - Jury & Witness Duty

22.01 Same as full-time agreement.

Article 23 - Leave of Absence

23.01 The Employer may grant a personal leave of absence without pay and without loss of seniority to employees with two thousand and eighty (2,080) hours worked or more providing all vacation credits have been exhausted. Leave of absence shall not be granted in July, August, or December. Requests for leave of absence shall be in writing and made not less than three weeks prior to the proposed commencement date of the leave of absence.

23.02 Union Leave of Absence - Same as full-time agreement.

23.03 Same as full-time agreement.

23.04 Same as full-time agreement.

23.05 Same as full-time agreement.

Article 24 - Wages

24.01 Same as full-time agreement.

Article 25 - Lieu of Benefits for Part-time and Casual Employees

25.01 Part-time bargaining unit employees shall be paid seven point four percent (7.4%) per hour of their straight time hourly rate in lieu of benefits and statutory holiday pay, based on hours worked.

25.02 Not applicable.

25.03 Same as full-time agreement.

25.04 Not applicable.

Article 26 - Injury and Disability

26.01 Same as full-time agreement.

26.02 Same as full-time agreement.

26.03 Same as full-time agreement.

26.04 Same as full-time agreement

26.05 Same as full-time agreement

26.06 Same as full-time agreement

Article 27 – Uniforms

27.01 Same as full-time agreement.

27.02 Same as full-time agreement.

27.03 Same as full-time agreement.

27.04 Same as full-time agreement.

Article 28 - Health and Safety

28.01 Same as full-time agreement.

28.02 Same as full-time agreement.

Article 29 - Bulletin Board

29.01 Same as full-time agreement

Article 30 – General

30.01 Same as full-time agreement

30.02 Same as full-time agreement

30.03 Same as full-time agreement

Article 31- Letters of Reprimand

31.01 Same as full-time agreement.

31.02 Same as full-time agreement.

31.03 Same as full-time agreement.

Article 32- No Contracting Out and Work of the Bargaining Unit

32.01 Not applicable.

32.02 Not applicable.

Article 33 - Shift Premium

33.01 Same as full-time agreement.

33.02 Same as full-time agreement.

Article 34 - Stand-By Pay

34.01 Same as full-time agreement.

Article 35 – Pay Days

35.01 Same as full-time agreement

35.02 Same as full-time agreement

Article 36- Retroactivity

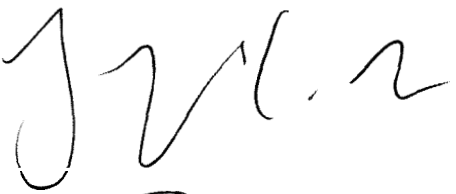
36.01 Same as full-time agreement.




Article 37 – Term of Agreement

37.01 Same as full-time agreement.

37.02 Same as full-time agreement.

Signed this 11th day of May in the City of Toronto.

 SEIU
~~MS~~
M. B. ...
Sharon ...

The Toronto Area Men's and Women's Home




LETTER OF UNDERSTANDING

Between

Toronto Aged Men's and Women's Homes

And

Services Employees International Union, Local 1 CANADA

Re: Experience Pay

The parties hereto agree to the following:

The Employer wishes to recognize recent related experience of the RPN's upon application for employment. The Employer may upon hiring of such applicant determine that related experience may be considered for appropriate placement on the wage grid above the probation level. The probation period under the collective agreement shall be maintained regardless of placement on the wage grid.

SIGNED THIS 11th day of May, 2011 .

FOR THE UNION

FOR THE EMPLOYER

[Signature]
[Signature]
Sharon Nelson
MBus [Signature]

S. Theophylatos
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between

Toronto Aged Men's and Women's Homes

And

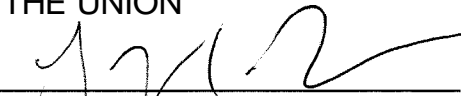
SEIU, LOCAL 1 CANADA


Re: Province Wide Multi-Union Violence in the Workplace Discussion

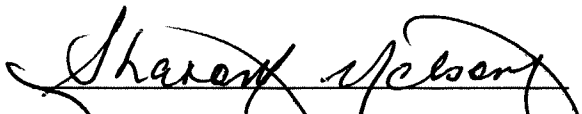
The parties agree to invite the Unions and the Employers representatives o the workforce and workplaces in the Nursing Home sector to participate in a discussion of methods to eliminate violence in the workplace between employees

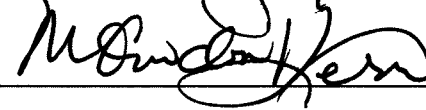
SIGNED THIS 11th day of May '2011 .

FOR THE UNION












FOR THE EMPLOYER







LETTER OF UNDERSTANDING

Between

Toronto Aged Men's and Women's Homes

And

SEIU, LOCAL 1 CANADA

Re: Cook and Activation Employees

The position of Cook 1/Head cook, as currently occupied by Mark Ford ("Ford"), will be included within the scope of the bargaining unit effective April 21, 2007. All other terms and conditions of Ford's employment (ie. other than wages) shall be subject to the terms of the collective agreement. In the event that Ford terminates his employment with the Employer, a newly hired Cook 1 will be hired at the prescribed rate of pay for Cook 1 in the current collective agreement.

All Activation personnel save and except Activation Supervisor, will be included within the scope of the bargaining units effective April 21, 2007. For the purposes of clarity, Tina Robeznieks is currently in the position of Activation Supervisor and neither she nor her replacement, is included in the bargaining unit.

The hours of work for Activation employees are 75 hours biweekly subject to an accumulation of lieu time consistent with current practice. Daily overtime does not apply when Activation employees work more than 7.5 hours in any day. On days where the employee works more than 7.5 hours she receives lieu time off at a later date. Shift premiums and weekend premiums do not apply. The Union, during the upcoming round of collective bargaining, shall not propose collective agreement language inconsistent with the current hours of work practice for Activation Employees.

All other terms and conditions of employment save and expect for wages, and hours of work (as referred to in Paragraph 3 above) shall be subject to the terms of the collective agreement.

It is understood that these wage rates are without prejudice or precedent to the parties in their collective bargaining.

The union acknowledges and agrees the Employer currently employs students who work in Activation and who are employed by the Employer so that they can obtain work related experience. It is acknowledged and agreed that these persons are, therefore, excluded from the bargaining unit pursuant to Article 2.01 of the Collective Agreement.

Pension contributions for those employees who will be included in the bargaining unit as a result of this letter of understanding will commence under the NHRIPP effective the commencement of the first full pay period of January 2008.

6. The Union acknowledges there is and will be no basis upon which to file a grievance on behalf of any employee covered by this Letter of Understanding prior to December 12, 2007. As such, no grievance filed by an employee covered by this Letter of Understanding, in relation to any period prior to December 12, 2007 shall be processed by the Union at any step of the grievance or arbitration procedures prescribed under the Collective Agreement. Without limiting the generality of the foregoing, the Union shall not seek dues with respect to affected employees for any period prior to December 12, 2007.

SIGNED THIS 11th day of May, 2011 .

FOR THE UNION

[Signature]
[Signature]

Sharon Nelson
[Signature]

FOR THE EMPLOYER

[Signature]
[Signature]

[Signature]
[Signature]