COLLECTIVE AGREEMENT

BETWEEN:

VILLE DE ROSE RETIREMENT RESIDENCE

and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA

Effective: April 1, 2019

Expiry: March 31, 2021
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1</td>
<td>PURPOSE ........................................................................</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>SCOPE AND RECOGNITION ............................................</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>MANAGEMENT RIGHTS ..................................................</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>DEFINITIONS ..................................................................</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>UNION SECURITY ......................................................</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>NO STRIKES OR LOCK-OUTS ..........................................</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>UNION REPRESENTATION AND COMMITTEES ............................</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>GRIEVANCE PROCEDURE ..............................................</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>SENIORITY ....................................................................</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE 10</td>
<td>JOB SECURITY .........................................................</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 11</td>
<td>HOURS OF WORK, WORK SCHEDULES AND OVERTIME ................</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 12</td>
<td>JOB POSTING ............................................................</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 13</td>
<td>NO CONTRACTING OUT ................................................</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 14</td>
<td>WORK OF THE BARGAINING UNIT .....................................</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 15</td>
<td>PRINTING .......................................................................</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 16</td>
<td>LEAVES OF ABSENCE ..................................................</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE 17</td>
<td>PREMIUMS PAYMENTS ..................................................</td>
<td>25</td>
</tr>
<tr>
<td>ARTICLE 18</td>
<td>ALLOWANCES ..................................................................</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE 19</td>
<td>HEALTH AND SAFETY ..................................................</td>
<td>27</td>
</tr>
<tr>
<td>ARTICLE 20</td>
<td>PAID HOLIDAYS ........................................................</td>
<td>28</td>
</tr>
<tr>
<td>ARTICLE 21</td>
<td>VACATIONS .....................................................................</td>
<td>29</td>
</tr>
<tr>
<td>ARTICLE 22</td>
<td>HEALTH AND INSURANCE BENEFITS ..................................</td>
<td>30</td>
</tr>
<tr>
<td>ARTICLE 23</td>
<td>NEW CLASSIFICATION ..................................................</td>
<td>31</td>
</tr>
<tr>
<td>ARTICLE 24</td>
<td>BULLETIN BOARDS ........................................................</td>
<td>32</td>
</tr>
<tr>
<td>ARTICLE 25</td>
<td>INTERPRETATION ........................................................</td>
<td>32</td>
</tr>
<tr>
<td>ARTICLE 26</td>
<td>MANDATORY TRAINING ..................................................</td>
<td>32</td>
</tr>
<tr>
<td>ARTICLE 27</td>
<td>NHRIPP .........................................................................</td>
<td>32</td>
</tr>
<tr>
<td>ARTICLE 28</td>
<td>TERM ............................................................................</td>
<td>35</td>
</tr>
<tr>
<td>APPENDIX 1</td>
<td>...............................................................................</td>
<td>37</td>
</tr>
<tr>
<td>LETTER OF UNDERSTANDING ........................................</td>
<td>38</td>
<td></td>
</tr>
</tbody>
</table>
COLLECTIVE AGREEMENT

Between

VILLA DE ROSE RETIREMENT RESIDENCE
(hereinafter referred to as “the Employer”)

and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 (hereinafter referred to as “the Union”)

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 machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

ARTICLE 2 SCOPE AND RECOGNITION

In accordance with the provisions of the Labour Relations Act, 1995, the Ontario Labour Relations Board has certified the Service Employees International Union Local 1 Canada as the bargaining agent for all employees of Villa De Rose Retirement Residence

2.01 The Employer agrees to recognize the Union as the bargaining agent of all employees of Villa De Rose Retirement Residence in the City of Welland, save and except supervisors, persons above the rank of supervisors, office and clerical staff and security guards.

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

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

2.04 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

2.05 Any reference to doctor will include, where appropriate, nurse practitioner.
ARTICLE 3  MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that, subject to the limitations set out in this Agreement, it is the right of the Employer to manage, develop, and operate the Employer’s facilities as well as direct the employees. The functions of the Employer shall include the following rights:

(a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Residence;

(b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees. The Employer reserves the right to amend or introduce new rule(s) from time to time, and such rules will be made available to the Union in advance of the date such new rule(s) are to be into effect, so that the union may request discussion or seek clarification;

(i) to select, hire, retire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim that an employee who has completed probation has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(ii) to determine the nature and kind of business conducted by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds or machines to be used, the methods of operating and control of materials or goods to be used;

(iii) to have the right to plan, direct and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods and facilities, equipment, and to direct and control the amount of supervision necessary, combining or splitting up of departments, or classifications, or work locations, work schedules, and the increase or reduction of personnel in any particular area, or on the whole, and the number of employees required for the Employers purposes and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times;

(iv) to determine the services to be supplied, the standard of service, the number of shifts, job content and requirements; to determine qualifications of employees to perform any particular job classification, and the standard of performance;

(v) in the exercise of its managerial rights, decisions or actions
required for the sound operation of the enterprise will be made in good faith, not in an arbitrary, unreasonable or discriminatory manner.

These rights will not be performed in a manner inconsistent with the terms of this Agreement. A claim that the Employer has so exercised these rights may be the matter of a grievance.

3.02 The Employer will endeavour to inform the Union of significant changes to its method of operations or new policies after changes to operation. Where reasonably possible such notice will be given prior to implementation.

ARTICLE 4 DEFINITIONS

Definitions

(a) A full-time employee is defined as a person who regularly works more than fifty-two (52) hours per two (2) week pay period.

(b) A part-time employee is defined as a person who regularly works fifty-two (52) hours or less per two (2) week pay period.

4.01 Unscheduled Part-Time

An unscheduled part-time Employee is a part-time Employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such Employee has the option of refusing work when it is made available to her, however, it is also understood that an unscheduled part-time Employee who has provided availability cannot unreasonably or consistently refuse to work shifts.

4.02 Unscheduled part-time Employees must be available for a minimum of four shifts per month and two of those shifts must be weekends.

ARTICLE 5 UNION SECURITY

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

5.02 (a) All Employees who are in the employ of the Employer at the signing date of this Agreement and all new Employees who enter the employ of the Employer after the Agreement has been signed, shall be subject to
regular monthly 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) The Employer agrees to forward a list of dues deductions in an electronic format designed by the Union showing the names, classifications, current addresses, phone numbers, Social Insurance Numbers, highlighting new hires, resignations, terminations, new unpaid leave of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the employees for whom deductions have been made.

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

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

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

5.05 Employment of Disabled Workers

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

ARTICLE 6 NO STRIKES OR LOCK-OUTS

6.01 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 works “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act, as amended.

ARTICLE 7 UNION REPRESENTATION AND COMMITTEES

7.01 (a) It is agreed that the Union will elect or otherwise select a negotiating committee consisting of two (2) employees.
(b) All members of the Committee shall be regular employees of the Employer who have completed their probationary period.

7.02 The Employer will recognize a Union Administrative Committee which shall consist of two stewards. The Employer shall be advised of the names of members of this committee and shall be notified of any changes from time to time.

All members of the committee referred to above shall be regular employees of the Employer who have completed their probationary period.

7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties and that so far as possible all activities of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

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.

In addition to any such meetings as above the Steward body will receive a cumulative 7.5 hours of time off per month for Union business, such time to be paid by the Employer.

It is understood that any Employee called into a meeting that is potentially disciplinary in nature shall have a right to have a Union Steward present and that he Employer shall reiterate this right to said employee.

7.04 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following will 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 will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.
A representative attending such a meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as a representative of the Union. Meeting will be held quarterly unless otherwise agreed.

7.05 Bargaining Committee

The Union has the right to appoint a maximum of two (2) members from the facility to the bargaining committee. Only employees who have completed their probationary period will be appointed. The committee would, as a goal, be representative of various classifications under this Collective Agreement. These employees shall be paid by the Employer at their regular pay for all time spent on negotiating renewals for days that would be regularly scheduled to be working for the Employer. This shall be done for the course of the renewal of the Collective Agreement of the Employer up to and including Conciliation.

7.06 Union Meeting Space

With prior agreement of the Administrator or designate, the Union Representative who has been assigned in writing by SEIU Healthcare to the bargaining unit may have access to their members for servicing duties. Such agreement shall not be unreasonably withheld. Notwithstanding the above, it is understood and agreed that the activities of the Union Representative shall not disrupt the normal operations of the Home. The Employer may designate and area of the building where such access will take place.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 (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 the 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 seven (7) 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 seven (7) working days from date of submission.
Step Number 2

If further action is then to be taken, then within seven (7) working days after the decision is given in Step Number 1, the employee, who may request the assistance for 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 seven (7) 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 seven (7) working days after the decision under Step Number 2 of the grievance procedure, the grievance may be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

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

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

8.04 An employee subject to disciplinary action which is to be recorded in the employee’s personnel file shall have the right to the presence of a 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.
8.05 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 seven (7) 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 seven (7) days after the employee is notified of his discharge or within seven (7) 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.

8.06 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 seven (7) working days after the circumstances giving rise to the grievance have originate or occurred; the SEIU Union Representative shall give his decision in writing within seven (7) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number 3 of the grievance procedure.

8.07 Union Policy Grievance

The union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within seven (7) 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.
8.08 Group Grievance

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

8.09 Grievance Process

(a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within seven (7) 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 Arbitrator.

(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 seven (7) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
(i) The Union and Employer will share the cost of the Mediator, if any.

8.10 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 Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman 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 Chairman 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 Chairman 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 any 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 Chairman.

(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 Chairman 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.

8.11 Sole Arbitrator

In the event that one party wishes to submit a grievance to Arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a Sole Arbitrator in addition to that party’s nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a Sole Arbitrator. If the parties can agree to a Sole Arbitrator within ten (10) days of the notice referring the matter to arbitration the matter shall be determined by a Sole Arbitrator and failing such agreement the regular Arbitration procedure shall apply.

ARTICLE 9 SENIORITY

9.01 Effect of Absence

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

(a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue. 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 ninety (90) 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 except during a maternity leave or approved sick leave. 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.

9.02  (a) Newely hired employees shall serve a probationary period of three hundred and seventy-five (375) hours worked. Upon completion of the probationary period, an employee shall obtain seniority which shall be calculated from the employee's hiring date in accordance with this Article and the employee's name shall be placed on the respective seniority list. The probationary period cannot be extended without the mutual agreement of the Union.

(b) During the probationary period an employee may be discharged for reasons less serious than would justify a discharge after the completion of the probationary period.

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

9.04 Seniority Lists

(a) The Employer shall supply the Union Office with a seniority list in January and July of each year, showing employees’ names alphabetically, classification, and their seniority starting dates.

(b) Should there be a tie of date of hire of two (2) or more full time employees, the tiebreaker used shall be a lottery.
9.05 Loss of Seniority

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

(a) voluntarily resign, retires or is discharged for just cause and is not subsequently reinstated through the grievance procedure; or

(b) is absent from work more than 24 months by reason of illness or other physical disability or 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 shifts for which she is scheduled to work; or

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

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

ARTICLE 10 JOB SECURITY

10.01 Lay-Off and Recall

In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with a 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.

10.02 Lay-Off Procedure

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

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

   (i) accept the lay-off; or;
(ii) first bump an employee with less bargaining unit seniority 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) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.

(iv) In the event that there are no employees within the laid off employee’s classification in the 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.

(v) 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.

(vi) 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.

10.03 Recall Rights

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

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

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

(c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
(d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, 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.

10.04 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.

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

ARTICLE 11 HOURS OF WORK, WORK SCHEDULES AND OVERTIME

11.01 The following is intended to define the normal hours of work for bargaining unit employees but shall not be interpreted as a guarantee of normal hours of work per day, or normal hours of work per day, or normal hours of work per week, or normal days of work per week nor shall this paragraph be interpreted as a guarantee that the normal hours of work will not be increased or decreased if found necessary by the Employer.

11.02 Work schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Administrator or designate one (1) week in advance of posting.
(a) No employee shall be regularly scheduled to work more than two (2) different shifts in any one (1) pay period.

(b) No changes shall be made to the schedule after it has been posted except in the case of emergency, safety, or resident care needs or coverage requirement necessitate.

(c) There shall basically be three (3) shifts scheduled each day. The first shift of the day shall be the night shift, followed by the day shift, followed by the evening shift.

(d) A shift shall be determined by the majority of hours in the time period.

(e) The employer will arrange shift schedules such that all employees will receive a minimum of every other weekend off, unless mutually agreed upon by both parties.

(f) The employer will not schedule any Employee more than 7 consecutive days.

11.03 Overtime

For the purpose of computing overtime:

(a) The regular work shift for full-time employees shall be up to seven and one-half (7 ½) working hours per day will be worked within an eight (8) hour period. The Employer may schedule an employee for regular hours for up to 8 hours pay per day. Employees required to remain on duty and in the Residence during their meal break shall receive straight time pay for meal break.

(b) Shorter shifts may be regularly scheduled by the Employer of no less than four (4) hours duration.

(c) Employees shall receive overtime pay for all work, authorized by the manager on call, that is performed in excess of seven and one-half (7 ½) hours per day, or seventy-five (75) hours per pay period, or 8 hours per day or 80 hours bi-weekly if receiving 8 hours pay per day.

11.04 Mutual Shift Exchanges

Employee may request, in writing, to exchange working days and off days, provided:
(a) There is no overtime earned by a voluntary exchange and no increased cost to the employer when there is an exchange for personal convenience.

11.05 There shall be no pyramiding of pay under any provisions of this Agreement.

11.06 Each employee will be entitled to eating periods/breaks based on the following:

(a) An employee who works seven (7) or more hours in a shift will be allowed:

(i) One (1) thirty (30) minutes “unpaid” meal break,

(ii) Two (2) fifteen (15) minute paid breaks, to be assigned in each half of the shift.

(b) An employee who works five (5) hours but less than seven (7) hours in a shift will be allowed:

(i) One (1) thirty (30) minute break of which fifteen (15) minutes will be paid.

(c) An employee who works more than two (2) hours, but less than five (5) hours in a shift will be allowed:

(i) One (1) fifteen minute paid break.

Employees shall be allowed their full breaks as set out above without interruption, except in cases of emergency, safety, or resident care needs. Interrupted breaks shall be extended for the portion missed.

11.07 The employer will endeavour to provide a written response within no more than seven (7) business days of the receipt of an employee’s request for the following:

(a) Lieu Day(s)

(b) Vacation day(s) outside of the summer schedule as outlined in Article 21.05.

11.08 An employee may be scheduled to work on Christmas Day and Boxing Day of one year or New Years Eve and New Years Day of the next year, but not on both of these during the same holiday season unless the employee consents. If an employee has worked on Christmas Day and Boxing Day or New Years Eve and New Years Day, the Employer shall make every effort not to schedule him/her for the same day(s) the following year.
The employer will post the schedule for the preferred holiday on November 1st of each year. The schedule will be removed by November 15th and the completed schedule posted by December 1st.

During changeover from Daylight savings time to eastern Standard Time, or vice versa, an employee shall be paid for the actual hours worked.

(a) During the holiday season, the Employer reserves the right to schedule a Black Out period from December 15 to January 2 of the following year. The purpose of the Black Out period is to ensure the operation of the residence is maintained during the holiday season. The following conditions apply:

(i) During the Black Out period it is an employee’s responsibility to find a suitable replacement for any requested time off.

(ii) When a suitable replacement is found, the employees will notify their department manager for final approval.

11.09 Errors on Paycheques

(a) In the event of an error on an employee’s pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer’s attention. If the error results in an employee being underpaid by two (2) day’s pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error unless the error was a result of the employee’s action or inaction as the case may be.

(b) If the Employer makes an overpayment of a day’s pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day’s pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

ARTICLE 12 JOB POSTING

12.01 In the event new jobs are created or vacancies occur in existing job classifications including new positions which are created for a specific term or task (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new job(s) or
vacancies for a period of seven (7) calendar days and shall stipulate the qualification, classification, rate of pay, department, approximate start date (if known), and initial assignment (shift), before new Employees are hired, in order to allow Employees with seniority to apply.

The Employer agrees to provide the Union with a copy of each job posting. The Employer shall, after the completion of the job posting procedure, post for at least seven (7) calendar days the name of the successful applicant. The parties agree that an administrative oversight in this regard does not void the job posting.

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

12.03 No external applications will be considered until the internal process is exhausted.

If no applications are received by the end of the posting period, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

12.04 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy.

If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

12.05 An employee selected to fill a vacant position shall hold that position for a trial period of one (1) month. The position shall become permanent after the trial period unless in the employer’s judgement the employee is not suitable for the position.

In which case, the employee will return to the position and wage rate previously held without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of the position(s) shall also be returned to her former position or a comparable job; if the employee’s job no longer exists, and wage rate without loss of seniority. It is understood that no employee shall be transferred without the employee’s consent to a position outside the bargaining unit without prior arrangement and discussion with the employee concerned and with the Union.
Only the original job vacancy and the first vacancy resulting from the award of the original vacancy will be posted. The third and subsequent posting(s) will be filled at the Employer’s discretion.

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

12.07 Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.

ARTICLE 13 NO CONTRACTING OUT

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

ARTICLE 14 WORK OF THE BARGAINING UNIT

14.01 Persons outside the bargaining unit shall not perform work normally performed by employees in the bargaining unit that will result in the layoff, demotion or displacement of any employee in the bargaining unit. Positions excluded from the bargaining unit may continue to perform their duties and this will not be considered a violation of this article.

14.02 Full-time/Part-time Ratio

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

ARTICLE 15 PRINTING

15.01 The Employer and the Union will share equally in any cost of printing the Collective Agreement.
ARTICLE 16  LEAVES OF ABSENCE

16.01 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 one (1) months’ 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 of 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 six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

16.02 Pregnancy and Parental Leave

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

16.03 Union Leave

(a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Home.

(b) In requesting such leaves of absence, the Union must give 14 days’ clear notice to the Employer to be confirmed by the Union in writing.

16.04 Jury and Witness Duty

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

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

(b) presents proof of service requiring the employee’s attendance;
(c) deposits with the Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof; and

(d) contacts the employer regarding returning to work for days when to be in court or attend jury duty.

16.05 Educational Leave

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

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

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

16.06 Bereavement Leave

An employee who has completed his/her probationary period shall be entitled up to two (2) or four (4) days leave for the death of a member of the immediate family as follows:

- up to two (2) days - grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parent, stepchild and legal guardian.
- up to four (4) days - parent, sibling(s), spouse, common-law spouse, child.

The pay for such leave up to the two (2) or four (4) days is for loss of regular pay from the scheduled shifts during the five (5) consecutive calendar period commencing at the date of death.

In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave without pay. The employer may request documentary confirmation of the bereavement.
ARTICLE 17  PREMIUMS PAYMENTS

17.01   (a) Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1 ½) the employee’s regular rate of pay.

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

17.02 Minimum Reporting Pay

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

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

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

17.03 Article shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Home.

17.04 Call Back

(a) When an employee is called back to work after leaving the Home premises upon completion of his shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1 ½) his regular rate of pay, whichever is the greater. It is understood that his provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

(b) Where a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a call back premium but in no case shall the employee collect two call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.

17.05 Weekend Premium

Effective the first full pay period following Award, all employees shall receive a weekend premium of fifteen cents ($0.15) per hour. A weekend premium shall be which the majority of the hours fall between 2300 hours Friday night and 2300 hours Sunday night.
ARTICLE 18  ALLOWANCES

18.01 Uniform Allowance

The employer undertakes to provide specified uniforms to be worn by all employees.

Re: Uniforms
Following the probationary period, the Employer agrees to provide three (3) uniform shirts for full-time employees and 1-2 uniform shirts to part-time employees, including unscheduled part-time depending on regularly scheduled hours of work.

Uniform pants or shoes / boots shall be bought by the employees who will then provide a receipt to the Employer. Based on this receipt the Employer shall reimburse the employee within 2 weeks of the cost of such uniform pants. It is understood that footwear must meet the standards set exclusively by the Employer. Such reimbursement shall be limited to a total of $80 per year for full-time employees and $50 per year for part-time employees, including unscheduled part-time.

In the event that the uniform, in whole or in part, is rendered unusable as a result of a work-related incident, the employee may request that the Employer provide a replacement or reimburse the employee for such replacement. The Employer shall consider each request on an individual basis and at its discretion and may grant the employee's request. The Employer agrees to exercise its discretion in a reasonable manner. It is understood that any costs related to replacement or reimbursement are in addition to the above listed monetary amounts.

18.02 Sick leave

(a) Full-time employees who have completed the probationary period will be credited with three (3) sick days in January of each year. Full-time employees who have completed the probationary period will be credited with three (3) sick days in July of each year. It is understood that a full-time employee may accumulate a maximum of six (6) days per calendar year so long as the employee is qualified in January and July.

(b) Part-time employees who have completed the probationary period will be credited with two (2) sick days in January of each year. Part-time employees who have completed the probationary period will be credited with one (1) sick day in July of each year. It is understood that a part-time employee may accumulate a maximum
of three (3) days per calendar year, so long as the employee is qualified in January and July.

(c) This benefit is intended to protect wages which might otherwise be lost due to unforeseen illness and no other purpose.

(d) Effective 2021, at the end of the calendar year, eligible full-time employees will have the option of receiving a payout of fifty percent (50%) of unused sick time accrued in the year to a maximum of three (3) days, paid on the first pay period in January of the following year. There will be no accrued sick day bank in the new year if an employee selects the payout option.

(e) Effective 2021, at the end of the calendar year, eligible part-time employees will have the option of receiving a payout of fifty percent (50%) of unused sick time accrued in the year to a maximum of one and one-half (1.5) days, paid on the first pay period in January of the following year. There will be no accrued sick day bank in the new year if an employee selects the payout option.

(f) Where reasonably required the employer may request medical verification of illness or fitness to return to work following absence due to illness. In circumstances such as chronic, patterned absence or where there is doubt regarding the possible accommodation of an illness or disability the employer may request the employee undergo a medical examination at its expense.

ARTICLE 19  HEALTH AND SAFETY

19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

19.02 A joint management and employee health and safety committee shall be continued with representation of at least half by employees. The committee shall normally meet once every three (3) months unless the committee agrees to meet more frequently.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular rate of pay.
Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be signed by the co-chairperson and posted in the workplace within one week of the meeting posted on the workplace health & safety bulletin board.

19.03 Infectious Diseases

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

To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

ARTICLE 20 PAID HOLIDAYS

20.01 (a) The following days are recognized holidays with pay under this Agreement for all employees who have completed their probationary period:

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

(b) If another Federal Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not yet a statutory holiday and which has not yet been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.

20.02 In order to qualify for holiday pay an employee must work his or her full scheduled shift preceding and immediately following the holiday concerned unless excused from doing so by the Employer or is absent due to a verified (Doctors note) sickness or injury.
20.03 The calculation of holiday pay shall be based upon the average number of hours worked by an employee in the four (4) week period immediately preceding the paid holiday. In calculating the eight (8) days worked in the twenty-eight (28) days prior to a holiday, the Employer shall include the normal number of shifts the employee would have worked had the employee not been on vacation. Hours not worked but paid shall be included in this calculation.

20.04 An employee who qualifies for holiday pay and who works on the holiday will receive pay at the rate of time and one-half (1 1/2) the employee’s regular rate for the work performed on such holiday in addition to employee's holiday pay.

20.05 An employee who is not eligible or who is not qualified and who is required to work on any of the named holidays will receive pay at the rate of time and one-half (1 1/2) the employee’s regular rate of pay for each hour worked.

20.06 (a) If one of the above named holidays occurs during an employee’s vacation period or the employee shall receive an additional day off in lieu thereof within ninety (90) days following the holiday unless otherwise arranged between the employee and the supervisor, or a day's pay.

(b) Lieu days may not be carried over into the next calendar year. The exception shall be for employees who work Christmas Day and/or Boxing Day and do not take these holidays prior to December 31st.

ARTICLE 21 VACATIONS

21.01 Vacation entitlement will directly correspond to an Employee’s years of service.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation</th>
<th>Vacation Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year</td>
<td>1 day per month up to A maximum of 10</td>
<td>4%</td>
</tr>
<tr>
<td>After one (1) year but less than three (3) years</td>
<td>two (2) weeks</td>
<td>4%</td>
</tr>
<tr>
<td>After three (3) years</td>
<td>three (3) weeks</td>
<td>6%</td>
</tr>
</tbody>
</table>

All employees working less than a regular work week shall be entitled to receive the same number of vacation days proportionately as are set for comparable full-time categories.
Unscheduled part-time employees will receive earned vacation pay but will not be scheduled vacation in accordance with Article 21.02 below.

21.02 **Vacation pay for full or part time employees will be calculated at the appropriate percentage of gross annual earnings.**

21.03 Leaves of absence without pay in excess of thirty (30) calendar days will be excluded from the calculation of vacation entitlement for the vacation year in which the leave occurs except for Pregnancy/Parental leaves as specified in the *Employment Standards Act 2000.*

21.04 The immediate supervisor is responsible for scheduling and approving vacations. In doing so, the efficient operation of the unit must be maintained while trying, if possible, to meet the needs of the employees.

21.05 (a) An Employee entitled to vacation in excess of two (2) weeks may, with the approval of the Department Head, take her vacation at one time during the calendar year.

(b) By February 1\(^{st}\) each Department shall post a list and the employees shall indicate by April 1\(^{st}\) the vacation period they wish. The Department Head shall then set the vacation period taking into account the wishes of the employees on the basis of seniority, insofar as he considers consistent with the efficient functioning of the Department but consideration of seniority shall be related only to the first two (2) weeks of an employee’s vacation.

(c) The Department Head shall post a list of the vacation periods by April 15\(^{th}\). After April 15\(^{th}\) the Department Head or the Employee shall not alter the vacation periods unless by mutual consent.

(d) Unused vacations may not be accumulated without prior approval in writing to the Administrator.

(e) Vacation monies accrued but not used will be paid out by the Employer in the first pay period following the end of the vacation year.

21.06 Where an employee qualifies for bereavement leave during her period of vacation, there shall be no deduction from vacation credits.

**ARTICLE 22 HEALTH AND INSURANCE BENEFITS**

22.01 Benefit coverage as described in the benefit information booklets will be available to full-time employees hired after the commencement of the
agreement and current employees in accordance with past practice on a 50-50 premium cost-sharing basis.

22.02 The benefit plan will feature the following coverage:

Employer to provide minimum benefits equal or better than status quo, including but not limited to
a. Life Insure/ADD $25, 000
b. Short Term disability- 55% of weekly income to the EI maximum available 1st day of accident to 14th day of illness or hospitalization
c. Prescriptions- 80%/20 Employer/Employee benefit premium copayment
d. Eye exam- 1/24 months maximum $50
e. Dental care- 80% basic coverage- exam, prevention, minor restorative, endodontics, periodontics, $1000/calendar year, 9 month recall

22.03 Change of Carriers

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

ARTICLE 23 NEW CLASSIFICATION

23.01 When a new classification (which is covered by the terms of this agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the 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 Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Residence.

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

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case by 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 Residence.

ARTICLE 24  BULLETIN BOARDS

24.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

ARTICLE 25  INTERPRETATION

25.01 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

ARTICLE 26  MANDATORY TRAINING

26.01 Effective January 1, 2020, any mandatory training/in services required by the Employer or mandated by legislation, as a condition of employment shall be deemed time worked for the purposes of wages, seniority accrual and vacation accrual.

ARTICLE 27  NHRIPP

27.01 Effective March 31, 2020 the Employer will enroll in the Nursing Home and Related Industries Pension Plan (NHRIPP) subject to the following:
1. Deductions and contributions will commence following acceptance into NHRIPP by the Plan administrator.

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

   a. Plan” means the Home and Related Industries Pension Plan, being a multi-Employer Plan.

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

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

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

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

   d. Each eligible employee covered by this collective agreement shall contribute from pay period an amount equal to one percent (1%) of applicable wages to the Plan. The Employer’s matching contribution will be one percent (1%) of applicable wages.

   e. 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 prejudice the position of either party as it relates to the retroactivity applicable if an error is discovered.

   f. 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 ends for which the contributions are attributable.

   g. 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.
h. 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.

i. It is understood and agreed by the Employer and the Union that should the pension legislation or regulations be changes 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 such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

j. The Employer agrees to provide to the General Manager of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, SH P5, as amended, which the General Manager may reasonably require in order to properly record and process pension contributions and pension benefits.

k. 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 General Manager 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.

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

m. 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.

n. For further specificity, the items required for each eligible employee are:
i. To Be Provided Once Only at Plan Commencement

1. Date of Hire
2. Date of birth
3. Date of first remittance
4. Seniority list (for the purposes of calculations past services credit)

ii. To Be Provided with each Remittance

1. Name
2. Social Insurance Number
3. Monthly remittance
4. Pensionable earnings
5. Employer portion of arrears owing due to error, or late enrolment by the Employer

iii. To be Provided Once, and if Status Changes

1. Address as provided to the Employer
2. Termination date when applicable

iv. To be Provided if they are Readily Available

1. Gender
2. Marital status

o. Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 22.11 (d) will be paid to the employee. The employee may direct the Employer to deposit, through direct deposit, these ‘former’ NHRIPP contributions into a separate employee bank account from the bank account in which the employee has directed the Employer to deposit the employee’s wages and other earnings.

ARTICLE 28 TERM

28.01 This Collective Agreement shall continue in effect until March 31, 2021 and shall continue automatically thereafter during annual periods of up to one (1) year each, unless either party notifies the other in writing ninety (90) days prior to the expiration date that it desires to amend or terminate this Collective Agreement.
28.02 In the event of such notification being given as to amendment of this Collective Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification or a time mutually agreeable by the parties.

28.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Collective Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Collective Agreement or completion of the proceedings prescribed under the Labour Relations Act, 1980, of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1980, as amended, whichever should first occur.

DATED this 16 day of March, 2021.

FOR THE EMPLOYER:    FOR THE UNION:

________________________   ________________________
________________________   ________________________
________________________   ________________________

Andrea Sullivan (Mar 18, 2021 17:07 EDT)  mike Newell (Mar 23, 2021 16:05 EDT)
## APPENDIX 1

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<th>New Rate</th>
<th>01-Apr-19 (2%)</th>
<th>Spc. Adj. Date of Award</th>
<th>Rate Date of Award</th>
<th>Spc. Adj. (April 1, 2020)</th>
<th>01-Apr-20 (2%)</th>
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Note: UCP premium if assigned - $1.00
LETTER OF UNDERSTANDING

VILLA DE ROSE RETIREMENT RESIDENCE

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1

Re: Staffing of transitional beds

The parties agree that Members providing care to residents occupying “Transitional beds” must be paid as per CCAC/LHINS directives. This rate currently being $15.50/hr and increasing to $16.50/hr in April 2016. It is agreed this position and wage rate shall be red circled until such time the general wage rate for this classification is at or above the rates stated.

The parties further agree that based on staffing needs for these beds such positions shall be posted and awarded to the most senior qualified applicant.

Such posting shall stipulate the qualifications, classifications, rate of pay, approximate start date (if known), and initial assignment (shift and days).

In the event the successful applicant to the position requires assistance for a set task/duty from an employee assigned to the non-funded areas of the home said person shall also receive the minimum wage as set out by the CCAC. This wage would be paid for a minimum of one hour.

In the event there is a shift to be covered in this area due to sick leave, vacation or other reason it is agreed this shift shall be offered on a rotating seniority basis to those employees scheduled less than 75 hours.

Notwithstanding the above any other aspect of this position shall be executed in a manner consistent with the Collective Agreement (pending). This agreement to be renewed on a yearly basis or until circumstances change.

DATED this ___16____ day of __________ March____________, 2021.

FOR THE EMPLOYER:    FOR THE UNION:

________________________   ________________________
________________________   ________________________
________________________   ________________________

Andrea Sullivan (Mar 18, 2021 17:07 EDT)
mike Newell (Mar 23, 2021 16:05 EDT)
\textbf{N582 Villa De Rose Exp 2021 -FINAL}

Final Audit Report

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By: & andrew hall (hallandrew1@gmail.com) \\
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\textbf{"N582 Villa De Rose Exp 2021 -FINAL" History}

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