

# 2024 Central Nursing Homes

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SUMMARY OF AWARDED AND AGREED-TO ITEMS



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# CENTRAL BARGAINING COMMITTEE



## **Manpreet Aulakh**

Hello! I'm Manpreet Aulakh, a Registered Practical Nurse with 16 years of experience working at Parkview Nursing Centre. My passion for caring and making a difference in others' lives drives my profession. I joined the bargaining committee to advocate for wage increases, safe staffing and better benefits. I'm thrilled about the award from our arbitrator and hopeful for more positive changes ahead. As healthcare workers, we must unite, fight for our rights and push for better conditions. WHEN WE FIGHT, WE WIN!



## **Sophia Bent**

My name is Sophia Bent. I'm a Dietary Aide and have worked in healthcare for 28 years. What started as just a job became my passion because of the residents I care for. After losing my mother early in life and my father to Alzheimer's eight years ago in Jamaica, the residents became like family—mothers, fathers, aunts and uncles. Their smiles, hugs and words like "We missed you" brighten my mornings and remind me why I love what I do. I joined the Bargaining Committee to be a voice for healthcare workers. We deserve fair wages, better benefits and respect for our hard work. It's time employers recognized our humanity without us having to fight for it.



## **Lucy Charamba-Martinho**

My name is Lucy, and I have been working at Franklin Gardens in Leamington as a PSW for 33 years. From a very young age, I've always been a caregiver and wanted to pursue a career where I could take pride in caring for others. I wanted to be part of the bargaining committee because I had never experienced the process, and I believe our union has made huge progress for all healthcare workers. I wanted to be part of the change! During this process, we received support and direction from SEIU leaders. Everyone worked very hard and will continue to fight.



## **Kaimraj Dookie**

My name is Kaimraj Dookie, and I'm a Recreation Assistant at St. George Care Community, part of Sienna Senior Living. I've worked in healthcare for 29 years, starting in a Winnipeg Nursing Home, where I saw the need for more male workers in recreation. I love creating programs that bring joy and improve the resident's physical, emotional and spiritual well-being. Joining the bargaining committee allowed me to advocate for recreation and part-time staff, highlighting our essential contributions to long-term care. I'm proud to play a role in enhancing the quality of life for those I serve.



## **Darcia Hall**

My name is Darcia Hall, and I have been a PSW at Extencicare Bay Ridges Long-Term Care for 23 years. I chose to work in healthcare because I am passionate about helping those in need. Growing up in Jamaica, my mother instilled in me the importance of assisting the elderly and others who require support. I joined the bargaining committee to contribute to the discussions and decision-making processes. This was my first time on a bargaining committee, and I wanted to better understand the process. The work we do deserves significantly higher compensation.



## **Crystal Hutter**

Hi, I'm Crystal Hutter. I've been a PSW at Oak Terrace LTC Home for 19 years and proudly represent Region 3 on the Executive Board. I became a steward because I wanted to be a driving force for change in my workplace and community. Attending bargaining was vital to understanding the process and ensuring I could effectively represent the members at my home. Through this experience, I've learned that it truly takes a collective effort to make meaningful change—we can't rely solely on our union. The fight is far from over! True change comes from member mobilization and political action. Together, we can build a stronger, fairer future for healthcare workers and our communities.



## **Tracy Keeler**

My name is Tracy Keeler, and I work as a PSW and Housekeeping Aide at Waters Edge Care Community. I've been in healthcare since 2015, inspired to join the field after my girlfriend and I decided to take a leap from group home work into the PSW program. What I love most about my job is the incredible team I work with and the privilege of supporting residents through the final stages of their lives. I joined the bargaining committee to understand the process and advocate for my region. It was eye-opening to learn the history behind our collective agreement and gratifying to see our efforts result in an 8% pay increase, though I believe we can push for even more as life gets more expensive. I wish management executives were more knowledgeable about our everyday working conditions.



## **Telisha Laurin**

Biography not available.



## **Amy Lenover**

My name is Amy Lenover, and I was part of your Central Nursing Homes Bargaining Committee for Region 7. I am the Nursing Division Executive Board Member for Region 7, the Chief Steward and have been a steward for over 19 years at Franklin Gardens LTC in Leamington. I have been an RPN for over 20 years and am also the RAI Coordinator at my home. This was my third time on the Central Nursing Homes bargaining committee. I enjoyed the experience and continued to learn more with each round of bargaining. I became involved in the bargaining process to ensure nurses have a voice and that our unique issues are brought to the bargaining table.



## **Mary Miles**

My name is Mary L. Miles, and I'm a PSW at Extencicare St. Catharines. I've been in healthcare for 34 years, with 23 of those at my current workplace. I love working with residents and making a difference in their lives. I joined the bargaining team to learn more about the process and support the fight for fair treatment of staff. It was an eye-opening experience that showed me how hard we have to work to stand up to employers. My goal was to engage members and advocate for proposals that mattered to them, and I'm proud of what we achieved. While I'm happy with the 8% wage increase, I believe we all deserve more recognition.



## **Charles Omoregbe**

I'm a PSW and I've worked in healthcare for 12 years, dedicating my skills and knowledge to the care of the elderly. I chose this profession because I am passionate about providing compassionate and professional care to those who need it most. The residents I care for are the heart of my work, and they inspire me every day. I joined the bargaining committee to advocate for better working conditions and fair pay for healthcare workers. Through this experience, I gained valuable insights into the bargaining process and was proud to see our collective efforts lead to a significant win for SEIU and all its members. While I am proud of what we achieved, I hope to see even more focus on wages and prioritizing the needs of workers in future negotiations.



## **Abiemwense Osawe**

My name is Abie Osawe, and I am a proud RPN with over 20 years of experience. I work at Extencicare as a Behavioral Support Ontario Nurse. For over 15 years, I have served as Chief Steward, am an Executive Board member of SEIU's Nursing Division for Region 5 and Co-Chair the JOHSC at my workplace. This was my third time at the bargaining table. I focused on making the employer understand the members' daily challenges and struggles at work. We highlighted the hard work, dedication and impact of short staffing while emphasizing the importance of prioritizing resident safety and addressing inflation. We fought hard and were satisfied with the award. The fight has just begun.



## **Edith Otieno**

My name is Edith Otieno, and I've worked at Cooksville Care Centre for 18 years, first as a PSW and now as an RPN. I became a healthcare worker to make a difference in residents' lives; it brings me joy to see them smile. I joined the bargaining committee to address workplace challenges and was proud we achieved better wages as a team. The experience was eye-opening, showing the effort and strategy needed to protect workers. The arbitration award is a start. I'm confident we can secure even better outcomes in the future. While the process could be fairer and more focused on improving conditions, I'm encouraged that our efforts made a difference. There's still work to do, but I'm hopeful for meaningful change.



## **Christine Outridge**

My name is Christine Outridge, and I have worked at Grace Villa since 2005 as a full-time EVS worker and part-time PSW. This is my second time on the central bargaining committee. I joined to stand up for members and demand the respect and compensation we deserve. After contracting COVID-19 at work, I became even more committed to holding management accountable for protecting workers. I remain active as a steward and advocate, currently working with the union to ensure all healthcare workers receive fair treatment and improved work conditions.



## **Iaz Poolar**

I am a Recreation Team Member at Chartwell/AgeCare Gibson LTC. I am a people person, passionate about advocating for those who cannot speak up. Being part of the bargaining committee was important because it allowed me to be a voice for our members. During this experience, I gained a deeper understanding of the challenges in reaching a Collective Agreement, the complexities of negotiating with senior management and the persistence needed to achieve a final settlement. I encourage all members to download the SEIU Healthcare Mobile App—knowing your agreement is the first step toward ensuring equitable employment.



## **Fritzie Prijoles**

My name is Fritzie Martinez Prijoles, a registered practical nurse for 16 years and a member of the Professional Practice Bargaining Committee for CNH. I've served as Chief Steward at Sienna Cheltenham Community for the past four years. Nursing allows me to make a positive impact, and I joined the bargaining committee to advocate for fair wages and stronger agreements. While the 8% wage increase is a step forward, we must address economic challenges, patient-to-nurse ratios and staffing shortages. I remain dedicated to supporting my colleagues, improving care in our community and advancing SEIU's innovative programs for nursing retention and sustainable healthcare jobs.



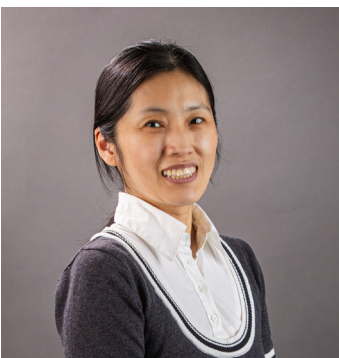
## Maureen Reid

Hello, I am Maureen Reid, a personal support worker at West Oak Village. I have been proud to serve at Revera Long-Term Care since 2002. Being part of this committee was incredibly meaningful because I love helping people. I always strive to put a smile on everyone's face. I wanted to bring my strong, passionate voice to advocate for healthcare workers and demand better from our employers. Thankfully, SEIU leadership guided us through the process, preparing us for the worst while hoping for the best outcome. I deeply appreciate the opportunity to serve on this committee, and I remain committed to standing up against injustices and fighting for what is right for healthcare workers.



## Kelly Stephenson

Hello, my name is Kelly Stephenson, and I am your Long-Term Care Executive board member. I was very humbled and honoured to sit at the Central Nursing Home bargaining table, fighting for what we are owed and truly deserve. It was a hard and tumultuous process. We fought for much-needed change. I brought my experience as a 15-year PSW working in LTC and the struggles we've gone through and are still going through. I CAN'T stop and WON'T stop until I see meaningful change for us, and we are given the respect, protection and pay that we deserve.



## Junli Wang

My name is Junli Wang, and I'm an RPN at Gibson Long-Term Care (LTC), where I have worked for 15 years. With 18 years in healthcare, I chose this profession to help people live better lives with dignity and quality. As a steward, I joined the bargaining committee because I want to advocate and fight for better salaries and benefits. Our pay increases have not kept up with inflation, and addressing this issue is crucial. Before bargaining, my goal was to secure improved salaries and benefits. Through the process, I learned how challenging it can be to win these battles, but we stood together and fought for what we deserved. While the arbitration award is positive, I hope for better benefit coverage in the future.



## Beverley Weekes

My name is Beverley Weekes, and I'm a PSW at Markhaven. What I love most about my job is seeing the smiles of my clients as I support them through care, palliative measures and comforting families during end-of-life processes. As Chief Steward, I've gained valuable insight into the bargaining process, ensuring every member has a voice at the table. Through this journey, I've advocated for fair wages, better benefits and improved working conditions. Bargaining taught me the importance of active listening, objectivity and collaboration. The opportunity to be at a multicultural bargaining table was an experience that I would never forget.



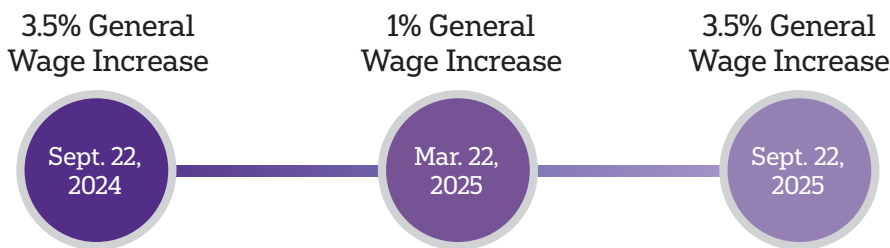
# 1 | AWARDED CENTRAL ITEMS

**ARBITRATOR:** John Stout

**DATE OF AWARD:** November 6, 2024

**TERM:** 2 years, most homes expiring September 21, 2026

## Issue #1: Wages



### RPN and RAI Coordinator:

\$1.00 after the Year 1 General Wage Increase

\$1.00 after the Year 2 General Wage Increase

## Issue #2 – Part-Time In-Lieu of Benefits

Effective date of award, 7.5% plus three sick days in lieu of pay for time not worked on holidays, extended health coverage, hearing, vision, drugs and other extended health benefits, dental coverage, life insurance and weekly indemnity.

- **Previously, part-time employees received \$0.40 in lieu of health benefits, as well as regular holiday pay and \$15,000 life insurance.**

## Issue #3 – Weekend Premium

Effective Year 1, the weekend premium is increased by \$0.05 per hour.

Effective Year 2, the weekend premium is increased by another \$0.05 per hour.

## Issue #4 – Vision

Effective Year 1, the vision benefit is increased by \$25.00.

Effective Year 2, the vision benefit is increased by another \$25.00.

## Issue #5 – LOU RE: WorkersFirst

- The Arbitrator has ordered SEIU Healthcare and the Participating Nursing Homes to meet to finalize an arrangement under which the Participating Nursing Homes will use Workers First to fill short-term shift needs.

The SEIU Healthcare proposal is remitted back to the parties 90 days from the date of this Award to address concerns raised by the Participating Homes. If the parties cannot resolve any dispute related to this issue, they are to file written submissions with the Board. The Board will then decide whether to convene a videoconference hearing or resolve the dispute based on the parties' written submissions.

## Issue #6: SEIU Healthcare Training Centre

- The Arbitrator has ordered SEIU Healthcare and the Participating Nursing Homes to push the government to fund the Training Centre jointly

The SEIU Healthcare proposal is remitted back to the parties for 90 days from the date of this Award to draft an agreement to approach the government to fund this initiative jointly. If the parties cannot agree upon this agreement's wording, they are to file written submissions with the Board. The Board will then decide whether they need to convene a hearing by videoconference or whether they can resolve the dispute based on the parties' written submissions.

## Special Wage Adjustments (Catch-up)

### MULTIPLE HOMES

The Arbitrator has ordered the Parties to meet to settle the Union's proposed catch-up adjustments in Cook classifications.

## Employer Proposal Awarded:

### ARTICLE 27.03 – ERRORS ON PAYCHEQUES

In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an Employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within **seven (7) calendar three (3) business days** from the date it is notified of the error.

# 2 | AWARDED CENTRAL UNIQUE ITEMS

## Special Wage Adjustments (Catch-up)

### SIENNA HERITAGE

- Receptionist/Receptionist Clerk – harmonized with Sienna Woodhall receptionist rate

### BON AIR

- Basic Aide – increased by \$0.25

### EXTENDICARE SPRUCE HOMES

- The Arbitrator has ordered the Parties to meet to settle remaining catch-up issues involving the LTC homes formerly owned by Revera.

### MARKHAVEN

- Housekeeping, Dietary, Laundry – increased by \$0.50

### MARKHAVEN - OVERTIME

- 17.01 – amend to add “seven and one-half hours in a shift”
- Previously, Markhaven workers only got overtime on hours over 75 in a bi-weekly period, with no daily threshold

### NIAGARA LONG-TERM CARE - PARAMEDICAL

The \$10-per-use cap on paramedical benefits is lifted

### PARKVIEW - GRIEVANCE COMMITTEE

- 7.01 amended as follows - “The Union Grievance Committee shall be elected by the Employees of the Nursing Home or appointed by the Union and consist of three (3) Stewards, at least one (1) shall be a part-time Employee. Representation from different departments shall be considered where there is interest and available positions. Meetings between Steward(s) and members of management will take place at a mutually agreed upon time and place having regard to the needs of the residents.”
- Previously, Parkview had high restrictions on which departments Stewards could be elected from

### PARKVIEW - CALL BACK

- Added the standard Call-Back language, which ensures workers who are called back to work after completing their shift are guaranteed at least 4 hours of work or time and a half on actual hours worked, whichever is greater.
- Previously, Parkview had no restrictions on workers being called back to work after having gone home.

### VICTORIA GARDENS - EFFECT OF ABSENCE

- Article 13 is deleted and replaced with: “Employees acknowledge that they are required to maintain reasonable attendance. Employees who are repeatedly and recurrently absent or taking time off without a valid reason may be given a nondisciplinary warning, disciplined or discharged. The Employer shall notify the Union of any non-disciplinary warning, discipline or dismissal for attendance-related issues. This provision shall be interpreted to conform with the just cause provision and any statutory obligations, including an Employee’s rights under the Ontario Human Rights Code.”
- Previously, this agreement had language allowing the Employer to terminate workers who they think are absent too often.

# 3 | AGREED-TO CENTRAL ITEMS

## AGREED-TO: HOUSEKEEPING

- Add the Post-65 grievance settlement to all collective agreements it is not currently in

## AGREED-TO: GRIEVANCE PROCEDURE

8.01 ...

### 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 their Steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or their designated representative and the Employee **within ten (10) days**. It is understood that at such a meeting the Administrator or their designated representative may have such counsel and assistance as they may desire, and that the Employee may have their Steward and that the SEIU Healthcare 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 their designated representative shall be given in writing within five (5) working days following the meeting.

### Step Number 3

Should the Administrator fail to render their 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 **twenty (20) 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.

## AGREED-TO: TECHNOLOGICAL CHANGE

**x.01 Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery which results in the displacement of an Employee from their regular job.**

**x.02 Where the Home has decided to introduce a technological change which will significantly alter the status of an Employee within the bargaining unit, the Home undertakes to notify the Union in advance and meet with the Union to discuss the effect of such technological changes on the employment status of any Employees and to consider practical ways and means of minimizing the adverse effect, if any, on the Employees concerned.**

**X.03 Employees who are subject to layoff due to technological change will then be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation, and the layoff provisions of the collective agreement will apply.**

## **AGREED-TO: BEREAVEMENT LEAVE**

### 15.13 Bereavement Leave

- (a) Upon the death of an Employee's spouse (to include same-sex partner), child or stepchild **or upon a miscarriage**, an Employee shall be granted leave of up to a maximum of five (5) consecutive calendar days without loss of pay.
- (b) Upon the death of an Employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the Employee shall be granted leave of up to a maximum of three (3) consecutive calendar days without loss of pay.
- (c) It is agreed that pay for such days of absence is limited to the days actually missed from work as per the Employee's scheduled working days.
- (d) In the event of a delayed interment (**or other cultural practice**), an Employee may save one of the days identified above without loss of pay to attend the interment.
- (e) An Employee shall be granted one (1) day bereavement leave without loss of pay on the death of their aunt or uncle, niece or nephew.
- (f) An Employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which they are receiving payments for holiday pay or vacation pay.

**NOTE:** It is understood that if an Employee is on sick leave, bereavement leave will not be charged against the sick leave accumulated.

- (g) Where it is necessary because of distance, the Employee may be provided **up to four (4) days** additional unpaid leave.

## **AGREED-TO: GENDER AFFIRMATION LEAVE**

### **15.21 Gender Affirmation Leave**

**An Employee who requires a leave of absence in order to undergo medical procedure(s) related to gender affirmation will be granted unpaid Gender Affirmation Leave up to four (4) weeks. Should the Employee require more than four (4) weeks leave, they must provide a medical certificate confirming the request.**

**During unpaid absence for gender affirmation leave credit for service for purposes of seniority, salary increment, vacation, sick leave, and the provision of any other benefits under the Collective Agreement or elsewhere, shall continue for the period of the absence.**

## **AGREED-TO: REPORTING TIME**

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

## **AGREED-TO: HEALTH AND SAFETY**

### 19.08 The Employer shall:

- (f) Employees will be fit tested on hire and then on a **bi-annual biennial basis** or at any other time as required by the Employer, the government of Ontario or any other public health authority.

**Notwithstanding the above and where circumstances warrant (e.g. personal physical changes, workplace changes, etc.), the Employee can request to be fit tested at a shorter interval. Such a request will not be unreasonably denied.**

## **AGREED-TO: LOU RE: PROVINCIAL DIVERSITY AND INCLUSION COMMITTEE**

**The parties agree to establish a provincial committee within two months of ratification/arbitration decision date.**

**This provincial committee will consist of 5 Employer representatives from the Participating Nursing Homes and 5 Union representatives appointed by the Union. Both parties will appoint a co-chair.**

**The Committee will meet semi-annually unless otherwise agreed. The parties will agree on the terms of reference in their first meeting.**

- **The Committee's role shall include (non-exhaustively):**
- **Providing support to Black, Indigenous and Racially marginalized workers facing concerns related to racial discrimination and racial violence.**
- **Recommending diversity and inclusion initiatives, including but not limited to initiatives pertaining to racial justice, Indigenous rights, LGBTQ+ rights, gender equality, discrimination based on immigration status, and disability rights.**
- **Assisting with diversity and inclusion initiatives, including but not limited to initiatives pertaining to racial justice, Indigenous rights, LGBTQ+ rights, gender equality, discrimination based on immigration status, and disability rights.**
- **Monitoring diversity and inclusion initiatives, including but not limited to initiatives pertaining to racial justice, Indigenous rights, LGBTQ+ rights, gender equality, discrimination based on immigration status, and disability rights.**
- **Promoting access to community culturally appropriate services.**
- **Working with facility leadership to develop, implement and monitor a diversity and inclusion action plan that is aligned with both Home and Union anti-racism, diversity, and inclusion strategies.**
- **Networking with allied organizations and provincial community partners.**
- **Inclusion and support for internationally trained healthcare workers and all immigrant workers.**

# 4 | AGREED-TO CENTRAL UNIQUE ITEMS

## AGECARE BALLYCLIFFE

### ARTICLE 11 - JOB POSTING

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

...

11.08

(a) Where vacancies are posted for positions within the full-time **Employees' bargaining unit**, and no **full-time** applicants **within the full-time unit** are successful in obtaining the positions, applications submitted for such posting from part-time Employees will be considered prior to consideration of persons not employed by the Home.' In the event one or more part-time Employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided they can perform the work

...

(c) When an Employee transfers from **the full-time bargaining unit** to **the part-time bargaining unit**, seniority in terms of days and years accumulated **as in the full-time unit** shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours, **and vice versa.**

## AGECARE GIBSON (FT AND PT)

21.19 Vacation Scheduling for Christmas/ New Year's

The Employer may grant vacation during Christmas/New Year's period to a maximum of **two (2) four (4)** Employees in the entire bargaining unit on a rotating seniority basis, subject to the following:

## AGECARE GIBSON (PT)

### ARTICLE 24 - SICK LEAVE

24.04 **Where an Employee's scheduled vacation is interrupted due to a serious illness requiring the Employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the Employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the Employee's vacation, which is deemed to be sick leave under the above provision, will not be counted against the Employee's vacation credits.**

**Where an Employee's scheduled vacation is prevented due to a serious illness requiring the Employee to be an in-patient in a hospital which commenced before the vacation started, 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.**

## AGECARE WHITE EAGLE

Amend as follows:

Seniority Accrual

Seniority for purposes of layoff, recall, job posting or other non-economic reasons shall accrue up to **twenty-four (24)** thirty-six (36) months when an Employee is absent due to W.S.I.B.

Insert the following standard language:

#### 25.05 Wage Progression

(a) Employees within their position classification will progress from the “start rate” to the “one year rate” and so on, on the basis of 1,950 hours worked at the “start rate” to the “one year rate” and so on. Hours worked and paid for, hours not worked and paid for by the Employer, and hours not worked and paid for under the WSIA shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

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

## **ELM GROVE**

Agreement that RNs will follow the ONA pattern

Insert the following standard language

#### 7.06 Return to Work

- (a) The Employee acknowledges their 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) 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.
- (c) 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.
- (d) 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 workforce.

## **FRANKLIN GARDENS**

#### 9.04 Notices **(Housekeeping)**

- (a) Any notice pertinent to the employment of any Employee under this Agreement may be given personally in writing or **by telegraph** or by prepaid registered mail addressed to the Employee at their last address shown on the records of the Employer. A copy of such notices shall also be mailed to the Union office on the same day.

## **GRACE VILLA**

#### 21.0X (new)

**If the Employee does not request any vacation by October 1st, the Employer may schedule vacation days in consultation with the Employee. If the Employer does not schedule or reschedule vacation days, the Employer will pay out the remaining vacation on the first pay period after December 15.**



## **MARKHAVEN**

*Replace previous dental language with the below:*

### 22.06 Dental

The Employer agrees to continue the Dental Plan (equivalent to Blue Cross #9 Plan) based on a one (1) year lag in the ODA fee schedule. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating Employees, provided that the participating Employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions. The cap on the dental plan will be \$2,000.00 per individual and per family member. The dental plan shall include coverage for dentures, crowns and braces (for children up to the age of 18), subject to 50% co-insurance.

Fluoride treatments will be covered only for persons under eighteen (18) years. For persons eighteen (18) years and older, recall is on a nine (9) month basis.

## **O'NEILL CENTRE**

Addendum B - Addendum to Agreement Covering Clerical

- Agreement to put the full-time clerk rate (as set out in Schedule A of the main agreement) in Schedule A of Addendum B (Addendum to Agreement Covering Part-Time Clerical Bargaining Unit)
- Removal of the separate grid for part-time clerical

## **PARKVIEW**

Delete from addendum and moved into Article 4

4.05 A Full-time Employee is one who works in excess of 45 hours on average in a bi-weekly period.

4.06 Definition - part-time Employee is an Employee who is regularly scheduled to work 45 hours on average or less in a bi-weekly period.

## **SIENNA BLOOMINGTON COVE**

### ARTICLE 2 SCOPE AND RECOGNITION

2.03 The Employer undertakes that they 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 9 - DISCIPLINE AND DISCHARGE

9.01 Where an Employee is subject to disciplinary action, which is to be recorded in the Employee file, shall be advised of their right to the presence of a Union steward. If no steward is available, and the Employer needs to take immediate action, they shall adjourn the disciplinary meeting up to 48 hours to accommodate the presence of Union representation. Any action taken by the Employer, i.e., reassignment or removal from the premises, shall not be deemed to be disciplinary action.

~~In the event that the Employee chooses not to have union representation, the Employee shall waive their right in writing.~~

### ARTICLE 10

10.01 Seniority is the ranking of Employees in accordance with their length of employment since their last date of hire within the bargaining unit. Full-time Employees shall be from date of hire, part-time seniority shall accrue based on hours worked, unless otherwise specified, 1 year of part-time shall equal 1800 hours worked. See letter of understanding for clarity of what is full-time (75 hrs biweekly)-

**Should there be a tie of date of hire of two (2) or more full-time Employees, the tiebreaker used shall be a lottery.**

ARTICLE 23.04 (delete duplicate)

~~23.04 The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired Employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if they fail to do so, they shall not be entitled to recognition.~~

~~NOTE: For greater clarity, recent related experience includes recent related RN/RPN experience out of province and out of country.~~

ARTICLE 27

~~27.01 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 RNs or RPNs.~~

**The Employer shall provide, in the case of a digital pay system, confidential digital access to their pay statement.**

SCHEDULE A

Add CSA wage rates from MOS into the applicable wage schedule.

RENEW LOU RE: FT/PT DEFINITION

## **SIENNA (ALL HOMES)**

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

11.08

- (a) Where vacancies are posted ~~for positions within the full-time Employees' bargaining unit, and no full-time applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time Employees will be considered prior to consideration of persons not employed by the Home. In the event one or more part-time Employees apply,~~ the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy, provided **they** can perform the work.
- (c) When an Employee transfers from ~~the full-time bargaining unit to the~~ part-time **bargaining unit**, seniority in terms of days and years accumulated **as** in the full-time **unit** shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours.

## **SIENNA VIGOUR**

ARTICLE 7 UNION COMMITTEE AND STEWARDS

7.02 The Union shall have the right to appoint or otherwise select up to four (4) Employees to act as stewards (for homes up to 200 beds) and five (5) stewards (for homes over 200 beds) and to represent other Employees in negotiations and to assist other Employees in the presentation of any grievances they may have if such assistance is requested. ~~The Home shall not be required to meet with more than two (2) stewards at any one time, plus any full-time Union representatives.~~

ARTICLE 9

9.04 Seniority of Employees shall be recognized within the bargaining unit.

- (a) The Employer shall supply the Union Office and Chief Steward with a set on seniority lists by department, 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) **Should there be a tie of date of hire of two (2) or more full-time Employees, the tiebreaker used shall be a lottery**

## SIENNA HERITAGE

### ARTICLE 9: SENIORITY

9.04 Seniority of Employees shall be recognized within the bargaining unit.

- (a) The Employer shall supply the Union Office and Chief Steward with a set on seniority lists by department, 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) **Should there be a tie of date of hire of two (2) or more full-time Employees, the tiebreaker used shall be a lottery.**

### 22.06 Dental

MAPLE GROVE, HAWTHORN WOODS, FIELDSTONE COMMONS, BARNSWALLOW PLACE, DEERWOOD CREEK, WESTON TERRACE, NORFINCH, HARMONY HILLS, FOUNTAIN VIEW, SPENCER HOUSE, LANGSTAFF SQUARE, ST GEORGE, MIDLAND GARDENS, WOODBRIDGE VISTA, FOX RIDGE, **WATERS EDGE**

A dental care plan (Blue Cross #9 or equivalent) will be continued on a fifty/fifty (50/50) premium share arrangement based on a one (1) year lag in the O.D.A. fee schedule. Fluoride treatments will be covered for those under the age of eighteen (18) years. Dental plan recall for persons eighteen (18) years or older to be every nine months.

The dental plan shall include coverage for dentures, crowns, and braces (for children up to the age of eighteen (18)), subject to fifty percent (50%) co-insurance and the cap on the dental plan shall remain at two thousand dollars (\$2,000.00) per individual and per family member.

#### **WATERS EDGE**

~~A dental care plan (Blue Cross #9 or equivalent) will be continued on a fifty/fifty (50/50) premium share arrangement previous year O.D.A. fee schedule. Fluoride treatments will be covered for those under the age of eighteen (18) years. Dental plan recall for persons eighteen (18) years or older to be every nine months.~~

~~The dental plan shall include coverage for dentures, crowns, and braces (for children up to the age of eighteen (18)), subject to fifty percent (50%) co-insurance at the cap on the dental plan, shall remain at two thousand dollars (\$2,000.00) per individual and per family member.~~

### APPENDIX B & APPENDIX C

~~Any RAI Coordinator that is above the wage grid shall remain at their current wage until the wage grid catches up. All RAI coordinators that do not receive any increase to their current wage rate, shall receive the equivalent to that increase in a lump sum payment to be paid on a separate cheque.~~

### ALL WAGE SCHEDULES

- CSA rate added

### SCHEDULE B

- Fox Ridge RPN catch-up adjustment added into Schedule B

## ADDENDUM A - CLERICAL BARGAINING UNIT - MIDLAND GARDENS

- Distinction between FT and PT clerical removed

### SIENNA WOODHALL PARK

#### ARTICLE 16 HOURS OF WORK

- 16.02 (a) **Work Schedules covering at least a two (2) week period will be posted two (2) weeks in advance. Shift schedules for six weeks shall be posted as far in advance as possible but not later than fifteen (15) days prior to the implementation of the schedule, and no changes shall be made after this date unless mutually agreed by the home and the Employee.** Employee requests for specific days off must be submitted to the Administrator or designate in writing one (1) week in advance of posting.

Upon request, the chief steward will be provided with a copy of the posted schedule.

#### ARTICLE 27 PAY DAYS

- 27.02 **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 RNs or RPNs.**

**The Employer shall provide, in the case of a digital pay system, confidential digital access to their pay statement.**

### TYNDALL NURSING HOME

- 2.05 The Employer undertakes that they 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 provision of this Agreement.**

### VICTORIA GARDENS

- 30.05 **Full-time Vacation Entitlement** (housekeeping)

Years of Seniority	Vacation entitlement
1 year to less than 3 years	2 weeks vacation with 4% of gross earnings for the vacation year
3 years to less than 8 years	3 weeks vacation with 6% of gross earnings for the vacation year
8 years to less than 15 years	4 weeks vacation with 8% of gross earnings for the vacation year
15 years to less than 22 years	5 weeks vacation with 10% of gross earnings for the vacation year
22 years to less than 28 years	6 weeks vacation with 12% of gross earnings for the vacation year
28 years or more	7 weeks vacation with 14% of gross earnings for the vacation year

### WATFORD NURSING HOME

Insert the following standard language:

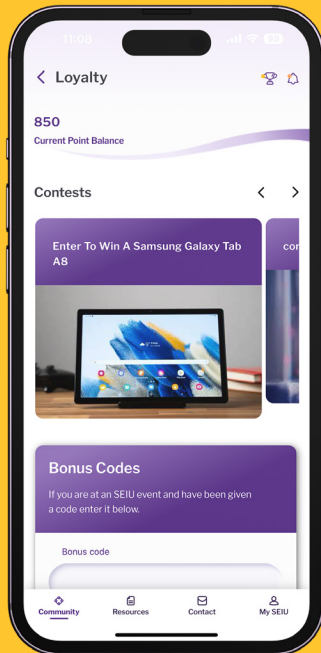
- 17.06 Call In

- (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 (1-1/2) for all hours worked, except in the case of Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call-in is requested within one-half (1/2) 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 of work.
- (e) All call-ins 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 and then overtime rates of pay before securing an agency replacement.

## **WELLBROOK PLACE**

- 7.02 The Union shall have the right to appoint or otherwise select up to **six (6) Employees as stewards, one of which will be the Chief Steward**, ~~four (4) Employees to act as stewards (for homes up to 200 beds) and five (5) stewards (for homes over 200 beds) and~~ to represent other Employees in negotiations and to assist other Employees in the presentation of any grievances ~~they may have if such assistance is requested~~. **Should the six Stewards who are elected all be from one tower, the Union will appoint an additional seventh steward from the other Tower.** The Home shall not be required to meet with more than two (2) stewards at any one time, plus any full-time Union representatives.

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