

COLLECTIVE AGREEMENT

Between:

BERKSHIRE CARE CENTRE

- And -



UNIFOR AND ITS LOCAL 2458

EFFECTIVE NOVEMBER 1ST, 2022 TO AND INCLUDING OCTOBER 31ST, 2024

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FORWARD

This Agreement resulting from Collective Bargaining between Berkshire Care Centre of the City of Windsor and Unifor and its Local 2458 is for the purpose of producing the most favourable relationship between the employees and the Employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge our members to consult with their Committeepersons or Union Representatives concerning any matter pertaining to the provisions of this Agreement.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 - PURPOSE

- 1:01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and those certain classifications of employees represented by the Union. This Agreement will not interfere with the successful operation of Rykka operating Berkshire Care Centre as a public service institution intended to provide accommodation for elderly people, pursuant to the provisions of The Nursing Home Act and/or other requisite legislation.

ARTICLE 2 – DEFINITIONS

- 2:01 The term "employee" when used in this Agreement shall mean a person employed by the Employer within the bargaining unit described in Article 3:01 of this Agreement.
- 2:02 The term "Committeeperson" when used in this Agreement shall mean an employee who has been appointed, elected or otherwise selected as a Committeeperson as provided in this Agreement.
- 2:03 The term "Administrator" shall mean the Administrator of the Employer at the Home. Wherever the word "Administrator" appears in this Agreement it shall also mean, in the absence of the Administrator, a person designated to serve in his capacity during his absence.
- 2:04 The term "probationary employee" when used in this Agreement shall mean an employee who has not acquired seniority as provided in this Agreement.
- 2:05 The term "regular employee" when used in this Agreement shall mean an employee who has completed his probationary period and who has acquired seniority as provided in this Agreement.
- 2:06 The term "full time employee" when used in this Agreement shall mean an employee regularly scheduled for more than twenty-two and one-half (22-½) hours per week.
- 2:07 The term part time employee when used in this agreement shall mean an employee scheduled to work no more than twenty-two and one half (22-½) hours per week.
- 2:08 **Time Periods**
Except where otherwise specified in the Agreement, the reference to a number of days within which any matter is to be dealt with is to be in terms of calendar days.

ARTICLE 3 - RECOGNITION

- 3:01 The Employer recognizes the Union for the duration of the Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions of the employees of the Employer at Windsor, Ontario, in the classifications listed on Schedule "A" hereto annexed and any other classification and/or employees that may from time to time come within the scope of the certificates of certification.

- 3:02 The Employer undertakes that it will not enter into any other agreement or contract with the employees described in the above recited bargaining unit and represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE 4 - RELATIONSHIP

- 4:01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union. The parties agree to abide by the Human Rights Code.

The Employer and the Union agree that there shall be no bullying in the workplace. Bullying is defined as repeated, persistent, continuous behaviour as opposed to a single negative act. Bullying may also be known as mobbing, abuse, workplace aggression, violence, victimization, and social undermining.

ARTICLE 5 – UNION SECURITY & CHECK-OFF OF UNION DUES

- 5:01 All current employees and new employees shall become and remain members of the Union in good standing as a condition of employment.
- 5:02 Union dues and initiation fees as outlined from time to time by Unifor Local 2458 will be deducted from all employees and such dues shall be submitted to Unifor and its Local 2458. Such dues deduction shall be a condition of employment.
- 5:03 The Employer agrees during the lifetime of this Agreement to deduct whatever sum may be authorized by Unifor Local 2458 from the first pay due each calendar month, and to remit same not later than the 20th day of the same month to the Secretary-Treasurer of the Local Union. The Employer shall, when remitting such dues, name the Employees from whose pay such deduction has been made. The Employer will endeavour to provide the part time hours and the reasons the dues are not submitted to the Local.
- 5:04 The Union shall save the Employer harmless from any claims that may arise from any deduction from wages in respect of check-off of monthly assessments or any action taken at the request of the Union.
- 5:05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each new employee within the first month of employment. The Employer will advise the Union monthly of the names of those who are to be interviewed and, on request, will arrange a place and time for the said interview which shall not exceed fifteen (15) minutes in duration.

ARTICLE 6 – NO STRIKE OR LOCK-OUT

- 6:01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the Labour Relations Act, R.S.O. 1980, Chapter 228 as amended.

ARTICLE 7 – MANAGEMENT RIGHTS

7:01 The Union acknowledges that, subject to the provisions of this Agreement, it is the exclusive function of the Employer to operate and manage the Home in all respects and:

- (a) To maintain order, discipline and efficiency, and to establish and from time to time alter rules and regulations which shall not be inconsistent with the provisions of this Agreement and which will be observed by employees. Such rules will be posted on the employees Bulletin Board with a copy supplied to the Union Committee. The Management reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Boards with copies to be supplied to the Union Committee two (2) weeks in advance of coming into effect.

The Union Committee shall have the right to make representations before any rule is amended or any new rule is introduced.

- (b) To decide the use of improved or changed methods and equipment but, if the loss or a job is to be incurred, the Employer shall so advise the Union prior to such changes and improvements: and
- (c) To hire, rehire, direct, suspend, transfer, classify, promote, layoff, or recall, and to discipline or discharge for just cause, provided that a claim by any regular employee that he has been-unjustly or unfairly dealt with on any of the foregoing items may be subject to the grievance and arbitration procedures hereinafter provided.

7:02 Without restricting, or limiting the generality of the preceding sub-articles, the Employer retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement.

7:03 When exercising these rights and administering the Collective Agreement, the Employer shall act reasonably and in good faith.

ARTICLE 8 – COMMITTEEPERSON AND UNION COMMITTEE

8:01 (a) The Employer acknowledges the rights of the Union to appoint or otherwise select Committeepersons to represent employees in the negotiation and renewal of the collective agreement and to assist employees in presenting the grievances and dealing with any matter which properly arises for the Committee's consideration. The Employer agrees to recognize six (6) Committeepersons and one (1) Chairperson, all of whom shall have completed their probationary period.

- (b) An employee shall have the right to have a committeeperson present at any discussion with supervisory personnel, if she so requests.

- (c) The Employer agrees, that for the purpose of Master Bargaining, a Committee, consisting of the Unit Chairperson and one (1) Committeeperson, selected by the

Union, will be recognized. Note: Where a full time and a part time agreement exist at the same workplace, this language shall cover both agreements.

- 8:02 The Employer will recognize a Union Committee composed of the seven (7) Committeepersons. The purpose of the Union Committee shall be to negotiate with the Employer for a renewal of the Collective Agreement as hereinafter provided. For the purposes of Article 9, Grievance Procedure, the Union Committee shall consist of three (3) committeepersons of the seven (7) committeepersons recognized by the Employer.
- 8:03 The Union Committee will have the right at any time to have the assistance of the President of the Union and/or his designate when negotiating with the Employer for a renewal of the Collective Agreement as hereinafter provided or when attending meetings on Company premises to deal with grievances as hereinafter provided.
- 8:04 The Union acknowledges that the Committeepersons and members of the Union Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Each Committeeperson shall, with the consent of his supervisor, be permitted to leave his regular Employer duties for a reasonable length of time to function as a Committeeperson as this Agreement provides. Such consent from the supervisor shall not be unreasonably withheld. With this understanding, the Chairperson or Committeepersons and members of the Union Committee shall not suffer any loss in pay for time spent on grievances and while attending negotiating meetings.
- 8:05 (a) The Union shall inform the Employer in writing of the names of the Committeepersons and Committee members and of any changes in the names of the Committeepersons and the Committee members. The Employer shall inform the Union in writing of the names of the supervisors and department heads and of any change in the names of the supervisors and department heads.
- (b) When a meeting is required to be held between the Employer and the Union Committee it will normally be held during regularly scheduled working hours, unless mutually agreed otherwise. Union Committee members attending such meetings on their regularly scheduled hours of work shall suffer no loss of pay.
- 8:06 Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Committeeperson present when the disciplinary action is taken, provided that a Committeeperson is readily available to attend. It is the Employer's responsibility to inform the employee of his right to request such representation.
- 8:07 The Chairperson shall be allowed a maximum of two (2) hours per week during regular scheduled hours to deal with union business. It is understood the purpose of this Article is to allow the Chairperson to deal with union issues with as little interruption to resident care as possible. The Chairperson shall be paid by the employer her regular rate of pay.

This time shall be the only time used for dealing with union business during regular scheduled hours (on Wednesday afternoon). In order to ensure that resident care is not

interrupted, the Chairperson and her immediate supervisor shall mutually agree to a schedule on a biweekly basis.

Further, it is understood that such Union time is in addition to the time set out in 8:04 above.

8:08 Labour Management Committee

Labour Management meetings will be scheduled one (1) year in advance. If the Employer cancels, the Employer will offer an alternative date at the time of cancellation. Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement, the following shall apply: 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. Up to three (3) Union Representatives attending such meeting shall be paid for wages lost from regularly scheduled hours. A representative of the National or Local Union may attend as a representative of the Union, and representatives from the Head Office of the Employer may also attend. Meetings will be held every two (2) months or at the call of the Chair, unless otherwise agreed. A representative who is not scheduled to work may still attend the meeting at no cost to the employer. The employer will schedule Labour-Management meetings during the Union Chairperson's shift, provided the Union Chairperson is scheduled on either the day shift or afternoon shift. The meeting will not be longer than two (2) hours in duration.

8:09 The Union Chairperson or her designate shall be a member of the following committees:

- Infection Control;
- Quality Control.

The employer to allow the Union Chairperson or designate the use of fax, photocopier, telephone and private office area when requested for Union business.

Job Description

The employer agrees to provide up to date job descriptions when requested by the Union.

8:10 The Employer and the Union agree that the Union Chairperson shall be retained at work during any layoffs or reductions in hours during their term of office, as long as they are qualified and able to perform any available bargaining unit work, unless otherwise mutually agreed to by the parties.

8:11 Pay for Negotiating Meetings

Where the bargaining committee member is on a scheduled day off:

Where a Home is participating in a master bargaining process, and the employee attends a bargaining session or sessions with the Employer on master issues, on a day that would otherwise be a scheduled day off, the Employer agrees to provide such

employee with an alternative day off with pay, or, in the alternative pay for the scheduled day or days so spent in negotiating meetings with the Employer. It is understood that this provision does not apply when the employee attends a bargaining session or sessions with the Employer on Local issues.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9:01 Grievances shall be defined as any matter arising out of this Agreement, or concerning the interpretation, application, administration or alleged violation of this Agreement.
- 9:02 It is understood that the affected employee may have the assistance of a Union Committee Person at any stage of the grievance procedure.
- 9:03 Any time limits referred to in this Article and/or Article 10 of this agreement within which any procedures are required to be taken or within which any decision is required to be delivered or within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays, and paid holidays as defined in this agreement. If at any stage of the grievance procedure, a grievance has not been processed by the union in accordance with the specified time limits, the grievance shall be deemed to have been withdrawn. Failure of the Employer to meet the specified time limits shall permit the union to take the grievance to the next step.

9:04 **Verbal Complaint**

It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until he or she has first given his/her immediate supervisor or their designate an opportunity to adjust his or her complaint. A complaint shall only be considered if it is raised and acknowledged by the immediate supervisor within seven (7) days of the event giving rise to the complaint or within seven (7) days after the employee has or ought to have had knowledge of the event giving rise to the complaint. The immediate supervisor will provide a response within three (3) days. If the complaint is not satisfactorily resolved, the complaint may then be taken up as a grievance in the following manner:

Step 1

Failing a satisfactory settlement to the complaint, the aggrieved employee, accompanied by a Union Committee Person, may present his/her written grievance to the Executive Director or their designate within five (5) days following the response from the immediate supervisor. The grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance. The grievance should also contain a statement of the clause or clauses of this agreement said to have been violated.

Within five (5) days of receipt of the written grievance, the Executive Director or their designate will arrange a meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate, and the Employee's Union Committee Person will attend this meeting. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

Step 2

Failing a satisfactory settlement in Step 1, the grievance may be submitted within five (5) days of the reply at Step 1.

Upon receipt of the grievance, the Executive Director or their designate will then arrange a special meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate and the Union Committee Person will attend this meeting. A Representative of the Union and a Representative of the Employer may also attend. The aforementioned special meeting will take place within five (5) days of receipt of the grievance or at such other date that is mutually agreed to by the parties. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

Failing settlement at Step 2 the grievance may be submitted to Arbitration as set out in Article 10.

9:05 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement, in writing at Step 2 of the Grievance procedure, providing that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred, or reasonably became known to the Union. It is expressly understood that this provision may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could have themselves instituted under other provisions of the grievance procedure.

9:06 Group Grievance

Where it is identified that two (2) or more Employees have identical grievances, they may submit a written group grievance at Step 2 provided that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

9:07 Employer Grievance

The Employer may institute a grievance against the Union or Employees, in writing at step 2 of the Grievance Procedure, provided it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

9:08 Suspension and Discharge Cases

Any claim by an Employee who has acquired seniority that she has been unjustly suspended or discharged will be treated as a Step 2 grievance if a written statement of such grievance is lodged by the Employee with the Executive Director within five (5) days after written notice of such discharge or suspension has been given to the employee. Such grievance will be taken up at a special meeting between the Union and the Executive Director within (5) five days after it is lodged and failing settlement, within ten (10) days following the final decision of the Executive Director, be referred to Arbitration.

9:09 Such grievance may be settled by:

- (a) confirming the Employer's action in suspending or dismissing the Employee; or

- (b) Reinstating the Employee with full compensation for the time lost; or
- (c) Other arrangement which is just in the opinion of the conferring parties or the Arbitrator, if appointed.

9:10 **Grievance Mediation**

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties. 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.

ARTICLE 10 – ARBITRATION

10:01 The party seeking Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.

10:02 The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.

- 10:03 The two (2) nominees shall endeavour to agree upon a third person to act as Chairperson within fifteen (15) days of the appointment of the second nominee. If the nominees fail to agree on a Chairperson, either one of them may request the Office of Arbitration, Ministry of Labour of the Province of Ontario to supply a panel of Arbitrators for selection to act as the Chairperson of the Board of Arbitration.
- 10:04 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto.
- 10:05 Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the third member and Chairperson shall be shared equally by the parties to this Agreement.
- 10:06 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the mutual consent of the parties to this Agreement, provided however, that all of the time limits set out in both the Grievance and Arbitration Procedures hereunder are mandatory.
- 10:07 **Sole Arbitrator**
Notwithstanding the foregoing provisions respecting the establishment of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- The party submitting the grievance to arbitration shall signify when advising the other party with notice that contains a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators, or provide a list of three (3) arbitrators.
- If the parties can agree to a sole Arbitrator within thirty (30) 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.
- 10:08 The Board of Arbitration, or Sole Arbitrator, shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.
- 10:09 No person shall be selected as an Arbitrator who have been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the grievance arose, unless mutually agreed to by the parties.
- 10:10 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration procedures within the time specified shall be deemed to have been abandoned. However, time limits specified in the Grievance or Arbitration procedures may be extended by mutual agreement, in writing between the Employer and the Union.

ARTICLE 11 – GRIEVANCE PROCEDURE - DISCHARGE

11:01 In the case of a grievance claiming improper discharge of any regular employee, the discharged employee shall submit his grievance in writing to the Administrator or his designate within ten (10) days after the date of his discharge. The Administrator or his designate shall convene a meeting with the Union Committee and the discharged employee within three (3) days after the date on which the Administrator or his designate received the written grievance. The purpose of this meeting shall be to discuss, consider and attempt to resolve the grievance on a mutually acceptable basis. The Administrator or his designate shall deliver his decision in writing to the Chairman of the Union Committee within three (3) days after the date of the meeting and a copy of such decision shall be mailed to the Union Office on the same day. If the written decision of the Administrator or his designate is not satisfactory to the discharged employee, and provided the grievance has been processed in the manner laid down in this paragraph, the grievance may be taken to arbitration in accordance with Article 11 of this Agreement.

11:02 If a discharge grievance goes to arbitration, the Board of Arbitration shall:

- (a) confirm the Employer's action in dismissing the employee; or
- (b) reinstate the employee with full compensation for time lost; or
- (c) settle the grievance by any other arrangement which is just cause equitable in the opinion of the conferring parties or the Board of Arbitration.

11:03 The parties may agree to utilize the services of mediation/arbitration (where applicable) in the resolution of grievances prior to applying for Arbitration. The intent is to expedite the process and reduce costs of Arbitration.

The parties further agree that they shall share the costs associated with such process (mediation/arbitration fifty-fifty (50/50) if this service is utilized.

ARTICLE 12 – WITNESSES AND INSPECTION

12:01 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance. Cost for either event, shall be borne by the requesting party.

ARTICLE 13 – CALL-IN OVERTIME

13:01 "Call-In" shall mean the calling in to work at the Employer's request of a full time employee on an assigned day off as per the posted schedule, or any employee who is entitled to overtime as per Article 23.

- 13:02 Employees who are called in will be paid overtime at the rate of time and one-half (1-½) for all hours worked. Employees who are scheduled to work less than thirty-seven and one-half (37-½) hours in a scheduled work week shall qualify for overtime rate on a call-in for hours in excess of thirty-seven and one-half (37-½) hours of work in such scheduled work week.
- 13:03 Where the call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one hour of the call, then the employee will be paid as if the entire shift has been worked, provided he/she completes the shift that she was called in.
- 13:04 If the employee reports for work within one hour of the request for call-in, then the employer will guarantee a minimum of four (4) hours work.
- 13:05 All call-ins and overtime shall be offered strictly on the basis of seniority from those employees within the classification in which the overtime occurs, provided that the Employer intends to fill such shift at overtime rates of pay. Once an employee has accepted an overtime shift, they will be moved to the bottom of the call-in list for the purpose of overtime occurring on that same day. All overtime must be approved by the Employer or designate, prior to the overtime being worked.
- 13:06 The parties, through Labour Management Committee to come to a documented agreement in respect to the call-in procedure, on or before February 1st, 2000.

ARTICLE 14 – PROBATIONARY EMPLOYEES

- 14:01 (a) A person employed by the Employer as a full time employee within the bargaining unit described in Article 3:01 of this Agreement shall be considered a probationary employee until he has worked four hundred and fifty (450) paid hours which would include hours not worked but paid for by the Employer, whichever is the longer, consecutive or intermittent, within any period of twelve (12) consecutive months.
- (b) A person employed by the Employer as a part time employee within the bargaining unit described in Article 3:01 of this Agreement shall be considered a probationary employee until he has completed three hundred and twenty-five (325) regular hours of work or one (1) year of employment whichever occurs first.
- 14:02 Any such new employee who immediately after completion of the said probationary period continues to be employed by the Employer shall acquire seniority and shall be considered a regular employee from his/her last date of hire with the Employer and the employee's name shall be added to the relevant seniority list of the Employer within the bargaining unit described in Article 3:01 of this Agreement.
- 14:03 It is agreed that the purpose of the probationary period is to assess an employees' suitability for continued employment. Therefore, during the probationary period, the probationary employee must demonstrate that they have the required skill, ability and training to do the job in order to be eligible for continued employment.

ARTICLE 15 – SENIORITY

15:01 Seniority for employees shall be defined as the date an employee last commenced employment upon satisfactory completion of probation.

15:02 (a) All calculations involving the seniority of part time employees shall accumulate on the basis of hours. Hours for the purpose of accumulation of seniority shall include the following:

- i) Hours worked and paid for by the Employer and hours not worked but paid for by the Employer.
- ii) The number of hours normally scheduled by the Employer, but not worked by the employee due to:
 - a) illness or injury;
 - b) absence covered by WSIB;
 - c) approved leave of absence.

The amount of accumulation of seniority as defined by the above Article is subject to the restrictions of Article 15:00.

(b) Seniority for full time employees shall date from last date of hire for the purpose of job posting, choice of vacation, layoff and recall.

15:03 The Employer shall maintain seniority lists for both full time and part time employees. These lists shall contain the names of all regular employees who are eligible to be placed thereon, their most recent date of hire and their respective classifications. The seniority lists shall be brought up to date every six (6) months and shall be posted by the Employer on the bulletin board. A copy of the seniority lists shall be mailed to the Union office at the same time.

15:04 Layoff and Recall

1. A layoff shall include a permanent or long term reduction of hours in an employee's regularly scheduled hours of work. In the event of a proposed layoff of a short term nature, the Home will provide the Union with at least two weeks' notice. This is not notice in addition to required notice for individual employees. The procedure in 15:04 and 15:05 shall apply.
2. In the event of a proposed layoff of a permanent or long term nature, the Home will endeavour to provide the Union with at least six (6) weeks' notice. In the event the Home cannot provide the six (6) weeks' notice, the Home shall contact the Union as soon as possible to discuss the layoff. This notice is not in addition to required notice for individual employees.
3. In the event of a proposed layoff of a permanent or long term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:

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

Layoff Procedure

4. In the event of a layoff, the employer shall identify the position(s) affected by the layoff and discuss with the Union the implementation of the following layoff options. Anyone holding a temporary vacancy in an affected position will be returned to their previous position, and the employee who holds the position affected by the layoff will be given the following options.

- i) Accept the layoff; or
- ii) Displace an employee who has lesser bargaining unit seniority and is the least senior employee with the same status in the same classification on the same shift; or if that is not possible;
- iii) Displace an employee who has lesser bargaining unit seniority and is the least senior employee with the same status in the same classification on a different shift; or if that is not possible;
- iv) Displace an employee who has lesser bargaining unit seniority and is in the same classification, with a different status; or
- v) Displace an employee who has lesser bargaining unit seniority and is the least senior employee in a different classification with the same status or if that is not possible, a different status, provided they are qualified to and can perform the duties for the classification

Employees displaced by the above procedure will follow the same process outlined above.

The decision of the affected employees will be given to the Administrator in writing within three (3) calendar days of receipt of the notice.

5. Recall Rights

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability and qualifications as required to perform the job after such opening is filled on a regular basis under the job posting procedure.

In determining the ability and qualifications as agreed between the parties of an employee to perform the work for the purpose 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 layoff should it become vacant within two (2) years of being recalled.

- (c) No new employee 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 Saturday, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last known address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified, or such time as mutually agreed to between the employee and the Employer. The notification shall state the job to which the employee(s) 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 and telephone number being on record with the Employer. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach that employee.
- (e) Employees on layoff or notice of layoff 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 layoff. This provision supersedes the job posting provision.

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.

15:05 Seniority shall continue to accrue during vacations, paid holidays, scheduled days off and approved leaves of absence because of illness or physical disability, and layoff for a period of up to thirty-six (36) months, suspensions, or WSIB absences for a period of up to three (3) years.

Subject to the Human Rights Code, nothing herein interferes with the right of the Employer to discontinue the seniority and to terminate an employee for absenteeism due to illness or disability and nothing interferes with the right of the employee to grieve such action.

15:06 For the purposes of this Agreement there shall be six (6) Staff Departments namely:

- Nursing I – Regulated Caregivers;
- Nursing II – Unregulated Caregivers;
- Housekeeping and Laundry;
- Dietary;

- Office;
- Activities/Restorative

ARTICLE 16 – LOSS OF SENIORITY AND TERMINATION OF SERVICES

16:01 An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- (a) voluntarily resigns or retires; or
- (b) is discharged for just cause and is not reinstated by the grievance or arbitration procedure; or
- (c) is absent from work more than thirty (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (d) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (e) is absent from work for more than thirty (36) months by reason of lay-off; or
- (f) is absent from work for more than thirty (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (g) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (h) fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

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

ARTICLE 17 – JOB POSTING

17:01 When a vacancy occurs in any department of the Home coming within the scope of this Agreement, a notice will be posted or circulated requesting applications to fill such vacancy from employees of the Employer. Such notice shall include current shift and current location or floor of the vacancy.

- 17:02 Such notice for both full time and part time positions shall be posted in all departments and shall remain posted for five (5) days (exclusive of Saturdays, Sundays, and paid holidays) to permit applicants to make application for the vacancy.
- 17:03 During the period of vacancy the Employer may temporarily fill the vacancy through whatever means are necessary, such temporary filling shall not exceed the duration of two (2) calendar weeks.
- 17:04 In considering applications, preference will be given to seniority provided that the applicant possesses the skill, ability and training to perform the work required. If no applications to fill the vacancy are received from employees of the Employer, or if the applicant or applicants are not suitable for such vacancy, then the Employer may fill the vacancy from the open market subject to the applicants' right to the grievance procedure.
- 17:05 The successful applicant shall be placed on trial in the new position for a period of thirty (30) scheduled working days in the case of both full time and part time positions. Such trial promotion or transfer shall become permanent after the trial period unless:
- (a) The employee feels that she is not suitable for the position and wishes to return to her former position: or
 - (b) The Employer feels that the employee is not suitable for the position, and requires that she return to her former position.
- 17:06 In the event of either Article 17:05 (a) or (b), the employee will return to her former position and salary without loss of her seniority. Any other employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position and salary without loss of seniority. An employee's return to her former position shall be made as soon as practical, as deemed by the Employer, but no later than the next posted schedule.
- 17:07 Articles 17:05 and 17:06 shall also apply in the event of transfer of a position outside the bargaining unit. It is further understood and agreed that the promotion, selection or appointment of an employee to any position or classification not within the bargaining unit described in Article 3:01 of this Agreement is not governed by this Agreement.
- Any promotion, selection or appointment of an employee to any such position or classification shall be for a trial period of three hundred and thirty-seven and one-half (337-½) working hours and notwithstanding other provisions of this Agreement, seniority of any such employee shall continue to accumulate during the said trial period. The trial period may be terminated either by the Employer or by the employee promoted, selected or appointed within the said period of three hundred and thirty-seven and one-half (337-½) working hours and, in such event, the employee shall return to his former position within the bargaining unit.
- 17:08 Employees promoted or transferred within the bargaining unit shall receive a rate of pay in the new classification as follows:

- (a) Employees transferred to a higher paid category shall be placed on the salary grid in accordance with their seniority.

17:09 The job left vacant by the successful applicant for the initial posting shall be posted in like manner but no subsequent postings shall be required. Notwithstanding the above, any and all subsequent vacancies which are full time shall be posted and filled in accordance with the language of the Collective Agreement.

17:10 The Employer will post a notice indicating the name of the successful candidate in any vacancy application.

17:11 (a) **Temporary Vacancy**

A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks. Temporary vacancies are subject to Articles 17:02, 17:04 and 17:09 of this Agreement. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part time employee is the successful applicant, the part time employee shall retain his/her part time status during the temporary full time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

Part time Employees who fill temporary full time positions shall continue to be treated for as part time Employees, unless specified otherwise in the agreement. However, if the part time Employee continues in the temporary position for one (1) year or more, and is receiving money in lieu of benefits, the part time Employee will be enrolled in the premium based benefits (as defined in the CBA) and the money in lieu ceases. The "waiting period" for eligibility for benefits will be deemed to have been served.

17:11 (b) When a part time employee who is filling a temporary full time vacancy for six (6) months or more, shall have the option to remain in the department without a position or any guaranteed hours or returns to her part time position before the end of the posted schedules, where possible, shifts may be given to the part time employee from other less senior employees up to their usual weekly part time schedule, not to exceed twenty-two and one-half (22-½) hours per week. Such redistribution shall not occur until twenty-four (24) hours' notice has been given to the affected employees.

17:12 An employee awarded a temporary or permanent position must complete a minimum of six (6) months, or the length of the posting, whichever is shorter, before applying for the other posted vacancies, unless the posting is a different shift or department, has 7.5 hours or more additional scheduled hours per pay period, or is a permanent position.

After six (6) months in any position, an employee may post to the other temporary vacancies on another floor.

17:13 The employer shall not split a full time position into two (2) part time positions without approval of the Union.

17:14 Other than any shifts which are less than four (4) hours as of April 27th, 2004, shifts shall be at least four (4) hours unless mutually agreed otherwise between the parties.

ARTICLE 18 – JOB CLASSIFICATIONS AND WAGES

18:01 Schedule "A" attached hereto, shows the classifications and wages of the employees within the bargaining unit with effect from the dates set out therein. The parties agree that the said schedules and contents thereof shall constitute part of this Agreement.

18:02 It is agreed that if any new classification within the scope of the certificates of certification are created during the lifetime of this Agreement, wage rates for such classifications shall commence to be negotiated between the Employer and the Union not later than fourteen (14) calendar days after the Employer establishes any such classification. Failure to mutually agree on either a new classification or the rate of pay for same shall be the subject matter of a grievance for the purpose of this Agreement.

18:03 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

ARTICLE 19 – PAYMENT OF WAGES

19:01 All employees will be paid biweekly, on every second Thursday, for the payroll period ending the previous Thursday by direct deposit to the employee's financial institution. In the event that a paid holiday falls on a regular pay day, the employees will be entitled to be paid on the Wednesday immediately preceding the normal pay day.

19:02 Payments shall be made for the time actually worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period.

The Employer agrees to correct and issue payroll errors amounting to one (1) days' pay or more within forty-eight (48) hours of being notified of such error (excluding Saturday, Sunday and holidays). Errors of less than one (1) day, but of at least four (4) hours will be corrected within forty-eight (48) hours of being notified of such error (excluding Saturday, Sunday and holidays).

19:03 A part time employee shall receive in lieu of all fringe benefits being those paid to full time employees in whole or in part of direct compensation or otherwise, save and except salary, vacation pay, reporting pay, jury duty, bereavement pay, uniform allowance and pension a sum of sixty cents (\$0.60) effective 1st pay period after ratification per hour worked. It is agreed and understood that this sixty cents (\$0.60) payment in lieu of fringe benefits will not form part of the regular hourly rate of pay.

Part time employees may purchase one (1) or all of the benefits available to full time employees, provided the employee makes arrangements to pay the full cost of the premium to the employer on the first of each month.

ARTICLE 20 – UNIFORMS

20:01 The Employer agrees to pay a uniform allowance of seven cents (\$0.07) per hour worked for all part time and full time employees for the purchase, supply, laundering and repair of uniforms. The uniform allowance shall not form part of the employee's regular hourly rate.

The Employer agrees to pay the Uniform Allowance in one lump sum payment annually to be paid on the last full pay in the month of January of each year.

ARTICLE 21– HOURS OF WORK AND OVERTIME – FULL TIME EMPLOYEES

The hours of work and overtime provisions for full time employees shall be as follows:

21:01 Hours of Work

- (a) The normal hours of work shall be seven and one-half (7½) hour per day exclusive of a half-hour meal period or seventy-five (75) hours bi-weekly. It is agreed that the lunch period shall be given within the first five (5) hours from the commencement of any shift.
- (b) Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period.
- (c) Each seven and one-half (7½) hour shift shall include two (2) fifteen (15) minute rest periods, one in each half of the seven and one-half (7½) hour shift.

21:02 Overtime

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

Subject to the provisions of Article 21:03, the Employer shall pay time and one-half the normal rate of pay calculated to the nearest fifteen (15) minutes worked for all time in excess of seven and one-half hours per day or seventy-five (75) hours in a bi-weekly period. Overtime pay shall also be paid for work performed before the scheduled starting time and during an employees' scheduled time off, provided however that such overtime has been authorized by the appropriate Supervisor or Department Head or acting Supervisor or Department Head.

- (b) An employee absent on paid time during her scheduled work week because of sickness or accident, WSIB, bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if they had worked during their regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

(c) **Shift Rotation Overtime**

All employees who rotate two (2) shifts or more, shall be guaranteed a minimum of twenty-four (24) hours off work between the end of their present shift and the commencement of the rotated shift. In the event the Employer is unable to provide said twenty-four (24) hours off duty, then overtime shall be paid for all hours worked within the said twenty four (24) hour period applicable to the rotated shift.

(d) Employees shall not be required to take time off in regular hours in lieu of overtime worked unless requested by the employee concerned.

(e) In the event employees of their own accord, for their own convenience, change shifts with one another, the Employer agrees not to interfere but reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims that might arise or accrue as a result of the exchange of shifts.

(f) In no event shall there be any pyramiding of benefits or payments.

(g) An employee required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), shall receive and two (2) times her regular straight time hourly rate for such additional authorized overtime.

21:03 **Daylight Savings Time**

With the changeover to daylight savings from standard time or vice-versa in any year; employees will be paid for all hours worked at regular rate of pay when the changeover occurs. The extra hour shall not be included in the calculation of overtime rates.

ARTICLE 22 – SCHEDULING WORK – FULL TIME EMPLOYEES

22:01 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 Department Head two (2) weeks in advance of posting.

22:02 The Employer will schedule full time employees to receive every second weekend off work.

22:03 **Scheduling of Days Off**

Except in the case of an emergency (and exclusive of the effect of an exchange of shifts between two (2) employees for personal convenience), no employee shall be scheduled to work more than six (6) consecutive days without being given two (2) consecutive days off work, provided, however, that overtime rates shall be paid for any days worked over six (6) consecutive days by reason of such emergency or otherwise except only because of such exchange.

22:04 **Minimum Hours Guaranteed**

If an employee reports for work as scheduled but for whom no work at his regular job is available, or because a change was made in the schedule without notifying the

employee concerned at least twenty-four (24) hours in advance, he/she shall be entitled to a minimum of four (4) hours pay.

22:05 Any employee who is unable to report for duty on his/her scheduled shift shall notify the Employer of this fact four (4) hours in advance of the commencement of his/her scheduled shift, provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond his/her control.

22:06 Employees are not permitted to change their assignments without permission from their manager or charge nurse.

ARTICLE 23 – HOURS OF WORK, OVERTIME AND SCHEDULING OF WORK: PART TIME EMPLOYEES

The hours of work, overtime and scheduling of work provisions for part time employees shall be as follows:

23:01 (a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay.

There will be no pyramiding of premium pay, overtime pay or holiday pay. It is further agreed that employees shall have a minimum of fifteen (15) hours off between the end of one scheduled shift and the commencement of the next scheduled shift. Overtime rates shall be paid for any time worked during such off period.

If a call-in for overtime is worked adjacent to another shift, that overtime will not be used to complete their bi-weekly calculation of up to seventy-five (75) hours.

(b) An employee absent on paid time during her scheduled work week because of sickness or accident, WSIB, bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if they had worked during their regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

(c) An employee required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), shall receive and two (2) times her regular straight time hourly rate for such additional authorized overtime.

23:02 If an employee reports for work as scheduled but for whom no work at his regular job is available, or because a change was made in the schedule without notifying the employee concerned at least twenty-four (24) hours in advance, he/she shall be entitled to a minimum of four (4) hours pay.

23:03 Each shift in excess of four (4) hours includes one fifteen (15) minute rest period. Each shift in excess of five (5) hours includes two fifteen (15) minute rest periods.

23:04 Working schedules are to be posted at least two (2) weeks in advance and that no employee shall be scheduled for more than six (6) consecutive days.

The Employer will endeavour to arrange the working schedule so that part time employees will receive one (1) weekend off in two (2).

23:05 Part time employees covered by this Agreement will not be regularly scheduled for more than forty-five (45) hours bi-weekly. However, part time employees may be offered more work in any week, which the employee has the option of refusing. Refusal of such extra work will not prejudice the employee's status, and acceptance will not remove an employee from her part time status and such additional hours of work shall be paid in accordance with Article 21:01. For purposes of this Article clarification of a week shall be the first seven (7) days and the second seven (7) days of the bi-weekly pay period. In calculating the hours per week, the two (2) weeks comprising the bi-weekly pay period will be taken in aggregate, so that part time employees will not normally be scheduled in the bi-weekly pay period for more than forty-five (45) hours.

23:06 Call-In Part Time Employees

- (a) Where a call-in is requested within one-half 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 he/she completes the shift for which he/she was called in.
- (b) If the employee reports for work within one hour of the request for call-in, then the Employer will guarantee a minimum of four (4) hours work.

Employees are not permitted to change their assignments without permission from their manager or charge nurse.

- 23:07
- (a) The Employer agrees that it will offer any and all available work, caused by the replacement of absent employees, to part time employees in the department concerned in order of seniority.
 - (b) The work will be offered to part time employees either in person or by way of a telephone call to the telephone number(s) (a maximum of two (2) numbers on file) submitted by the employee. When replacing call-ins that are received during the night shift, only the first number indicated will be called.
 - (c) The person designated by the Employer to call in part time employees will keep a record of all telephone calls made, including the time of the call and response, if any.
 - (d) In the event the person designated by the Employer to call in part time employees misses an employee for call-in in error, the affected employees will be scheduled one extra shift during the next pay period on the same shift that they were missed on a day of the employees' choice, once the error has been verified by the Administrator.

The Employer reserves the right to assign the employee to work on a floor of their supervisors' choice during the chosen extra shift. The extra shift will not be used in the calculation for eligibility of overtime premium unless the missed shift would have been paid at overtime rate. The extra shift will not jeopardize the employees' availability for call-ins to replace absent employees and they will be called to replace absent employees in accordance with their seniority as if the extra shift had not been given.

The Employer agrees that it will produce the record referred to in paragraph (c) above to the Chairperson upon request. Failure to schedule the extra shift in that period, does not lead to the employee's losing the extra shift.

- (e) A call-in accepted for the same day cannot subsequently be refused.

ARTICLE 24 – TEMPORARY TRANSFERS

- 24:01 (a) When the Employer requires an employee to substitute on a higher rate job covered by this agreement (not including RPN's assigned to RN duties) for at least one-half ($\frac{1}{2}$) of their regularly scheduled shift, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.
- (b) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half ($\frac{1}{2}$) shift, the employee shall receive an allowance of eight dollars and fifty cents (\$8.50) effective 1st pay period after ratification for each shift from the time of the assignment.
- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance in (b) will apply to an RPN who is designated to be in charge of the building.

ARTICLE 25 – WAGE PROGRESSION

- 25:01 Full time employees within their position classification will progress from the "Level One" rate to the "Level Two" rate and so on, on the basis of one thousand, four hundred and sixty-two (1,462) hours work at the "Level One" to the "Level Two". Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers' Safety and Insurance Board shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within the position classification.
- 25:02 The increment range for part time employees shall be attained as follows:

Level One

After completion of three hundred and twenty-five (325) hours of work.

Level Two

After completion of one thousand, four hundred and sixty-two (1462) hours of work.

Level Three

After completion of two thousand, nine hundred and twenty-five (2,925) hours of work.

25:03 Newly hired employees shall be paid a probation rate of twenty cents (\$0.20) per hour less than the level one hourly rate for the duration of their probationary period.

25:04 **Recent and Related Experience**

Where an RPN is hired and has recent related RPN experience in a long term care setting, she may apply for recognition of that experience on the wage grid, up to the maximum of the grid. Such experience, when approved, will be granted on the basis of one (1) year's movement on the grid for each one (1) years' experience. Where the experience is part time, one (1) year equals eighteen hundred (1,800) hours worked.

ARTICLE 26 – SHIFT PREMIUM

26:01 (a) All regular employees who work on the afternoon or the night shift shall receive, in addition to their regular pay, a shift premium of thirty-five cents (35¢) per hour for each hour worked on the afternoon or on the night shift.

(b) The afternoon shift is any shift that starts on or after 11:00 a.m. but before 7:00 p.m.

The night shift is any shift that starts on or after 7:00 p.m. but before 1:00 a.m.

(c) Shift premium shall not be pyramided with overtime, paid holiday pay or premium pay.

26:02 **Weekend Premium**

Effective 1st pay period after date of ratification, the Employer shall provide for a forty cents (\$0.40) per hour weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

Effective August 1st, 2021, the Employer shall provide for a forty-five cent (\$0.45) per hour weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

ARTICLE 27 – PAID HOLIDAYS FULL TIME EMPLOYEES

27:01 (a) Full time employees who have completed their probationary period shall receive the following holidays with pay:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day – July 1st
Civic Holiday
Labour Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- (b) Upon the completion of the probationary period, the employee shall be paid for any and all paid holidays for which they qualified in accordance with Article 27:02 and for which they have not been paid.

27:02 An employee who is not required by the Employer to work on a paid holiday shall be paid seven and one-half (7-½) hours pay calculated at his/her regular straight time rate of pay. In order to qualify for such payment, the employee must work his/her normal scheduled shift preceding and following the paid holiday, except where an employee is unable to do so due to illness or injury or approved leave of absence as provided for in this Agreement. Approved leave of absence as stated above excludes maternity leave.

27:03 An employee who is scheduled to work on a paid holiday and who actually works on a paid holiday shall be paid for all hours worked on such paid holiday at the rate of two and one-half (2-½) times his regular straight time rate of pay.

When a full time employee has worked on a paid holiday, they may bank seven and one half hours of pay from the above amount to be used at a later date. The employee must indicate their desire to bank the money one week prior to working the actual holiday. The hours are to be used within thirty (30) days of the holiday being worked.

27:04 When an employee has worked on a paid holiday and has received pay therefore as herein provided, such employee may, within thirty (30) days after the paid holiday, elect to take a day off for the paid holiday worked, but without pay.

27:05 An employee who is absent on a paid holiday after being posted to work, except for the reasons provided in sub-article 27:02 above, forfeits all holiday pay for that day.

27:06 For purposes of clarification as to when a statutory holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are concluded before 8:00 a.m.

27:07 In the event that any paid holiday falls on an employee's day off or during his vacation period, he shall receive seven and one-half (7-½) hours pay calculated at his regular straight time rate of pay for such paid holidays.

ARTICLE 28 – PAID HOLIDAYS – PART TIME EMPLOYEES

28:01 Part time employees who qualify with The Employment Standards Act and who are required to work on any one of the holidays outlined in Article 27:01 shall be paid at one and one half times (1 ½x) their hourly rate for hours worked that day in addition to their regular rate for hours worked that day.

In addition, payment for the above mentioned holidays will not be less than the provisions of The Employment Standards Act.

ARTICLE 29 – VACATIONS – FULL TIME EMPLOYEES

Full time employees shall be entitled to vacation as follows:

- 29:01 (a) For the purpose of calculating eligibility, vacation years shall be the period from June 1st of any year to May 31st of the following year.
- (b) Vacations are not cumulative from year to year and all vacations must be taken no later than one (1) month prior to the next vacation cut-off date. Employees shall not waive vacation and draw double pay.
- (c) It is understood and agreed that in order to distribute some time off for as many employees as is practical during the Christmas/New Year's season, no employees will be allowed to take vacation during the period December 15th to January 15th.

29:02 Vacations with pay shall be granted to all full time employees on the following basis:

- (a) Employees who have not completed their probationary period as of the cut-off date will receive four percent (4%) of their gross earnings during the vacation year.
- (b) Employees having less than one (1) year of service on May 31st in any year shall be entitled upon completion of their probationary period at a credit of one (1) days' vacation with pay for each month of service to a maximum of nine (9) working days' vacation with pay.
- (c) Employees with one (1) year or more of service at May 31st in any year shall receive two (2) weeks' vacation with pay.
- (d) Employees with three (3) years of service or more as of May 31st of any year shall receive three (3) weeks' vacation with pay.
- (e) Employees with eight (8) years of service or more shall receive four (4) weeks' vacation with pay;
- (f) Employees with fifteen (15) years of service or more shall receive five (5) weeks' vacation with pay.
- (g) Effective in the vacation year commencing in 2015, employees who have attained twenty-two (22) years of service at the commencement of the vacation year will receive six (6) weeks' vacation with pay at twelve percent (12%) of gross earnings.
- (h) Effective in the vacation year commencing in 2008, employees who have attained twenty-eight (28) years of service at the commencement of the vacation year will receive seven (7) weeks' vacation with pay at fourteen percent (14%) of gross earnings.

- (i) Vacations may normally be taken in the months of June to September both inclusive and shall be taken on a seniority basis within each department. Preference of employees for vacation times will be indicated to the Employer by the employees in order of their seniority. However, vacations may be taken during other periods mutually agreed to between the individual employee and the department head.

29:03 In calculating vacation pay in accordance with Article 29:02 (c) to (h) above, if the vacation pay for two (2) weeks, three (3) weeks, four (4) weeks, five (5) weeks, six (6) weeks or seven (7) weeks' vacation is less than four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%) or fourteen percent (14%) of gross salary for the vacation year ending May 31st, the employee shall be paid the four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%) or fourteen percent (14%) of salary instead of the regular two (2) weeks, three (3) weeks, four (4) weeks, five (5) weeks, six (6) weeks or seven (7) weeks' pay.

29:04 If an employee terminates his employment with the Employer, is discharged, or laid off, he shall be paid vacation pay on the following basis:

- (a) Four percent (4%) for all time worked if the employee's service is less than three (3) years.
- (b) Six percent (6%) for all time worked from June 1st of any year, if the employee's service is more than three (3) years and less than ten (10) years.
- (c) Eight percent (8%) for all time worked from June 1st in any year if the employee's service is more than ten (10) years.
- (d) Ten percent (10%) for all time worked from June 1st in any year if the employee's service is more than twenty (20) years.

29:05 Employees with two (2) years of service or more as of May 31st of any year shall receive three (3) weeks' vacation with pay.

29:06 Vacation pay, if requested in writing two (2) weeks in advance of scheduled vacation, shall be paid to all employees on the regular pay in advance of the commencement of their vacation, and all normal deductions made from an employee's pay shall also be made from such vacation pay.

29:07 Vacation pay will be paid by separate cheque, if requested in writing two (2) weeks in advance of an employee's scheduled vacation.

29:08 Employees will be allowed to break one (1) vacation week into single days off. Employees must request these single vacation days two (2) week in advance and have the approval for the single days off from the employer. The two (2) weeks advance by be waived for certain circumstances.

ARTICLE 30 – VACATIONS – PART TIME EMPLOYEES

Vacation for part time employees shall be as follows:

- 30:01 Part time employees who are in the employ of the Employer at the 31st day of May of any year, shall be entitled to four percent (4%) of the total straight time earnings for the period prior to May 1st in any year and such four percent (4%) shall be considered vacation pay.
- 30:02 For those employees requesting vacation time, two (2) weeks' vacation will be scheduled during the months of May to September which shall be taken on a seniority basis within each department. Preference of the employees for vacation time will be indicated to the Employer by the employees in order of seniority, but the Employer will make the final decision as to when the vacations can be taken.
- 30:03 (a) When a part time employee has five thousand eight hundred and fifty (5,850) hours, he/she shall be entitled to vacation pay of six percent (6%) of straight time earnings and three (3) weeks' vacation time off.
- (b) When a part time employee has worked fifteen thousand, six hundred hours (15,600) he/she shall be entitled to vacation pay of eight percent (8%) of straight time earnings and four (4) weeks' vacation time off.
- (c) When a part time employee has worked twenty-seven thousand hours (27,000) he/she shall be entitled to vacation pay of ten percent (10%) of straight time earnings and five (5) weeks' vacation time off.
- (d) When a part time employee has worked thirty-nine thousand, six hundred (39,600) hours he/she shall be entitled to vacation pay of twelve percent (12%) of straight time earnings and six (6) weeks' vacation time off.
- (e) Effective in the 2008 vacation year when a part time employee has worked fifty thousand, four hundred (50,400) hours he/she shall be entitled to vacation pay of fourteen percent (14%) of straight time earnings and seven (7) weeks' vacation time off.
- 30:04 Vacation pay, if requested in writing two (2) weeks in advance of scheduled vacation, shall be paid to all employees on the regular pay in advance of the commencement of their vacation, and all normal deductions made from an employee's pay shall also be made from such vacation pay.

Employees are expected to take a minimum of two weeks of vacation with pay (if accrued) in order to ensure compliance with the Employment Standards Act. Any remaining vacation pay accrued by the employee will be paid out upon request. If not requested, any remaining vacation pay will be paid out at the conclusion of the vacation year.

- 29:05 Employees will be allowed to break one (1) vacation week into single days off. Employees must request these single vacation days two (2) week in advance and have

the approval for the single days off from the employer. The two (2) weeks advance by be waived for certain circumstances.

ARTICLE 31 – HEALTH & WELFARE – FULL TIME EMPLOYEES

PREAMBLE

Enrolment

An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enrol in the benefits under any one of the following conditions:

- i) A life changing event, such as divorce or death of a spouse;
- ii) When an employee transfers from a part time classification to a full time classification.

In addition to the above, where an employee's spouse loses their benefits, an employee shall be entitled to enroll for Extended Health and Dental benefits only, provided that they do so within thirty-one (31) days from the date their spouse lost their benefits.

NOTE: It shall be the joint responsibility of the Employer and the Employee to ensure that if the employee wishes to participate she signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

The definition of same sex partner for the purposes of applying this article, where the term "spouse" or "partner" is used, shall mean a person to whom an employee is married or with whom the employee is living in a conjugal relationship outside marriage, including a person of the same or opposite sex.

An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enrol in the benefits under any one of the following conditions:

- i) A life changing event, such as divorce or death of a spouse;
- ii) When an employee transfers from a part time classification to a full time classification.

NOTE: It shall be the joint responsibility of the Employer and the employee to ensure that if the employee wishes to participate she signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

31:01 O.H.I.P.

The Employer has agreed to pay one hundred percent (100%) of the billed rate of the O.H.I.P. premium for employees. The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if the employee produces an exemption certificate indicating coverage through another

source, the Employer is not liable for contribution. Effective the first full month following ratification, same sex spouse will be eligible to be a dependent for insured benefits.

In the event that any of the employees on whose behalf the Employer is paying premiums in accordance with the foregoing are enrolled for semi-private coverage, the Employer will also pay the applicable percentage of the billed premium for such coverage, such coverage to end December 31st, 2007.

- 31:02 The Employer will implement a major medical \$10 - \$20 No Coinsurance Plan (similar to Blue Cross E.H.C.). The employer agrees to pay one hundred percent (100%) of the billed single/family rate for employees who participate in the plan. If an employee is otherwise covered, the employer shall not be obligated to contribute.

Effective January 1st, 2008, add a drug card, positive enrolment, one dollar (\$1.00) co-payment per prescription, prescription drugs which by law must be prescribed by a licensed physician, generic substitution unless specifically prescribed otherwise by the doctor, a cap on the dispensing fee of seven dollars and fifty cents (\$7.50) per script, where not now in existence and no annual deductible or lifetime maximum for drugs.

31:03 **Group Life**

Effective date of ratification, the Employer will pay one hundred percent of the billed premium for thirty thousand dollars (\$30,000.00) in Life Insurance, which shall include an accidental death and dismemberment (AD&D) rider in the same amount for full time.

31:04 **Vision Care**

Effective the start of the month following ratification, increase the existing standard vision care benefit to three hundred and twenty-five dollars (\$325.00) every twenty-four (24) months.

Paramedical – Effective the start of the month following ratification, increase the combined total an additional one hundred dollars (\$100.00)/year.

Hearing - Effective the start of the month following ratification, increase the hearing aid coverage to five hundred dollars (\$500.00)/five (5) years.

Mental Health – Effective the start of the month following ratification, introduction of a separate five hundred dollars (\$500.00) per year for mental health benefits for the services of psychologist, psychotherapist, or social worker.

31:05 **Dental Plan**

The Employer agrees to pay seventy-five percent (75%) of the billed premium of a Dental Plan equivalent to a Blue Cross #9 Plan under the Dental Plan will operate under a one (1) year lag O.D.A. fee schedule.

Dental plan to reflect Fluoride treatments will be covered only for persons under the aged of 18 years,

or persons 18 years and older, recall is on nine (9) month basis, and

Bite wing x-rays will be covered only every twenty-four (24) months for adults and nine (9) months for children.

31:06 Fertility Drugs

Coverage for fertility drugs: Status Quo (where there is an existing cap, it remains)

Employer agrees Shingles vaccine is covered.

The parties agree to follow the current benefit plans, and at age 70 employees entitled to benefits will receive in lieu as per Article 31:05.

31:07 Pension Plan The Nursing Home and Related Industries Pension Plan

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

"Applicable Wages" means the basic straight time wages for all hours worked including:

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

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

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

2. Each eligible employee covered by this collective agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
3. The employee and employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
4. 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 toward the cost of the benefits provided by the Plan or be responsible for providing any such benefits.
5. The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amounts specified in the

collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

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

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

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

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

For further specificity, the items required for each eligible employee by Article 5) of the agreement are:

- i) To be provided once only at Plan Commencement:
 - Date of Hire
 - Date of Birth
 - Date of First Remittance
 - Seniority List (for purposes of calculations of past service credits).
- ii) To be provided with each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
- iii) To be provided once, and if status changes
 - Address to be provided to the Home
 - Termination date when applicable.
- iv) To be provided once and if they are readily available
 - Gender
 - Marital Status

7. **Pay Equity**

The Union and the Employer acknowledge their responsibilities under the Pay Equity Act.

Upon the request of either party a meeting will take place to review and update the Pay Equity Plan as required.

31:08 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 37:07 will be added to the employee's wages.

ARTICLE 32 – LEAVE OF ABSENCE FOR EMPLOYEES

- 32:01 (a) It is agreed that the Employer will grant leave of absence without pay upon request to employees for attendance at Union Schools and conventions providing that there are not more than two (2) full time employees, and one (1) part time employee on such leave at any one time and further providing that at least three (3) weeks' notice in writing is filed with the Administrator.
- (b) Such leave shall be given subject to normal operating requirements of the Home. Such leaves shall not be given if it leads to premium payments which would otherwise not be made.
- 32:02 (a) In addition to a leave of absence granted for reasons of illness or physical disability, referred to in Article 16:05, (in which case seniority shall not be considered to be broken for a period of up to eighteen (18) months), the Employer may also grant or refuse a request for a leave without pay for extenuating personal reasons, provided that the Employer receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specify the date of return.
- (b) If the leave of absence is granted, the employee shall be advised in writing with a copy sent to the Union Office. The Employer agrees that such advice shall be given to the employee no later than three (3) weeks from the date of request.
- (c) Employees who are on a leave of absence will not engage in gainful employment on such leave and, if an employee does engage in gainful employment while on such leave, he/she will forfeit all seniority rights and privileges contained in this Agreement, unless otherwise agreed by the Union and the Employer.
- (d) An employee who has been granted a leave of absence of any kind and who overstays his/her leave, unless he/she obtains permission or provides a satisfactory explanation, shall be considered to have terminated his/her employment without notice.

- (e) If a full time employee has not completed two (2) years of employment, credits for seniority, salary increases, vacation and cumulative sick leave will be suspended during leave of absence without pay.
- (f) A full time employee with more than two (2) years of service, who is granted a leave of absence, will continue to accumulate vacation and sick leave credits to a maximum of three (3) months.
- (g) If the leave of absence exceeds three (3) months, such full time employee shall accumulate no further vacation or sick leave credits, but shall continue to accumulate seniority to a maximum of twelve (12) months.
- (h) Unpaid leave of absence in excess of thirty (30) consecutive days shall not count as service to advance a full time employee to a one (1) year or two (2) year wage rate in a job classification. However, a leave of absence because of a work related disability or personal illness shall count as service for wage progression purposes.

32:03 **Bereavement Leave**

Upon the death of an employees' spouse, same sex partner, child or stepchild, an employee shall be granted leave up to a maximum of five (5) consecutive days without loss of pay, ending with either the day after the funeral or the day after the equivalent services.

The Employer will grant leave of absence for three (3) working days ending with either the day after the funeral or the day after the equivalent services upon the death of an employees' mother, step-mother, father, step-father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent or grandchild.

An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.

- (a) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay; but it is understood that if an employee is on sick leave and attends the funeral that the Bereavement Leave will not be charged against leave accumulated.
- (b) Where it is necessary because of distance, the employee may be provided up to seven (7) days additional unpaid leave.

32:04 **Jury Duty**

An employee required to serve jury duty shall be paid the difference between what he/she would have earned for his/her scheduled hours and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over his jury duty fees, less expense money received from the authorities for meals and lodging, and the Employer will continue the regular salary payment. The employee is to notify his/her supervisor as soon as possible after receipt of notice of selection for jury duty.

The employee will come to work during those regularly scheduled hours that he/she is not required to attend court.

32:05 Pregnancy and Parental Leave

(a) Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

(b) Pregnancy Leave

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

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

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

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

Additional leave of absence may be taken under Article 32:05 (j) Parental Leave.

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

Effective April 1st, 1992, an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

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

Such payments shall commence after the EI waiting period and shall continue while the employee is in receipt of benefits for a maximum period of seventeen (17) weeks.

The S.U.B. top-up by the Home will not take into account E.I. insurable earnings from sources other than this facility.

Vested Interest

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

Other Income

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

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

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

- (c) An employee who does not apply for leave of absence under Article (b) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 32:05 (b) ii) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums.
- (e) If a full time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

- (f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority

system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article (e).

- (g) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- (h) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under subsection (j) of this provision. The employee shall give the Employer, at least two (2) weeks' notice, in writing that she intends to take parental leave.

(j) **Parental Leave**

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat them as his or her own.
- iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted as per the Employment Standards Act and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- v) For the purposes of parental leave under Article (j) Parental Leave, the provisions under (a), (d), (e), (f), (g), (h) and (i) shall also apply.

32:06 In order for a part time employee to qualify for a leave of absence, other than bereavement or pregnancy, she shall have passed the probation period and have

attained seniority. Upon being granted a leave of absence, any part time employee who engages in any other gainful employment, which has not been mutually agreed to, shall forfeit all seniority rights and other privileges or benefits contained in this Agreement, and be subject to dismissal without such dismissal being a matter of grievance. Effects of any leave of absence upon seniority, service, or continuous employment shall be as follows:

1. **Paid Leave of Absence**

No interruption to seniority, service, or continuous employment.

2. **Unpaid Leave of Absence**

After the probation period service and continuous employment will be uninterrupted. Seniority will be governed by the Seniority Section of this Agreement.

3. It is agreed and understood that the Employer portion of any E.I. rebate shall be used to offset the costs of the benefits provided for in this Collective Agreement.

32:07 Education Leave

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

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

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 that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying must indicate the date of departure and specific date of return.

ARTICLE 33 – LETTERS OF REPRIMAND

- 33:01 Letters of reprimand will be removed from an employees' file after twelve (12) months from the date of the reprimand provided there is no further disciplinary actions taken against the employee within that twelve (12) month period.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twelve (12) month period noted above.

ARTICLE 34 – SICK LEAVE AND W.S.I.B. – FULL TIME EMPLOYEES

- 34:01 (a) A weekly indemnity plan will be implemented to be effective on the first day of hospitalization or accident or the eighth (8th) day of illness. Coverage will continue for a maximum period of seventeen (17) weeks at sixty-six and two thirds (66-2/3%) percent of an employee's regular salary.

- (b) Employees employed at August 1st, 1986 will retain their current sick leave credits until reduced by usage to a new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
- (c) Upon completion of the probationary period, an employee shall be credited with four (4) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1-½) days per month of service to a maximum of eighteen (18) days.

Accumulated sick leave credits are to be used for the first seven (7) days of illness.

- (d) The weekly indemnity plan will apply to employees upon completion of the probationary period.
- (e) 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 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 provisions will not be counted against employee's vacation credits.
- (f) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income.
- (g) Absence for injury compensable under the provisions of the W.S.I.B. Act shall not be charged against sick leave credits.
- (h) Once sick leave credits are earned, they may be used when sickness forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total credits accumulated.
- (i) An employee who will be absent due to personal illness or injury will notify the Employer at least four (4) hours prior to the commencement of a shift or two (2) hours prior to the day shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- (j) Employees on W.S.I.B. may request the difference between the allowance paid by Workers' Safety and Insurance Board and their full wage to be paid to them and such difference shall be subtracted from the employee's accumulated sick leave bank.
- (k)
 - i) When an employee is absent from work because of disabling accident or sickness, the Employer reserves the right to request proof of illness by medical certificate for an absence in excess of three (3) days and for the fourth and succeeding illness in a sick leave year.
 - ii) Where the Employer exercises its right to request proof of illness by medical certificate in accordance with Article 34:01 (k) i) the medical

certificate must be submitted by the employee prior to or immediately upon returning to work. Failure to provide a required medical certificate may result in a loss of pay.

- iii) For the purpose of administering Article 34:01 (k) i) sick leave year shall mean September 1st to August 31st.

When the Employer requires an employee to prove illness by medical certificate for each subsequent illness in a sick leave year the Employer will advise the employee in writing to the subsequent illness of this requirement.

No further notification to the employee will be deemed necessary during the said sick leave year.

If requested by the employer, all medical examinations and/or requests for Doctor's notes shall be paid for by the Employer. The employer will reimburse the cost no more than one (1) week after the reimbursement is submitted to the employer.

- (l) Upon request, the Employer will notify the employee of his accumulated sick leave credits.
 - (m) The Employer shall continue to pay its share of any and all health and welfare benefits during periods of illness up to the time that Weekly Indemnity benefits expire.
- 34:02 (a) Where a full time employee is absent due to illness or injury, which is compensable by W.S.I.B., the Employer shall continue to pay its share of any and all health and welfare benefits, provided the employee continues to contribute their 25% dental premium, the Employer shall continue to pay their 75% portion of the premium on behalf of the employee during such absence so long as the employment relationship continues up to a maximum of twelve (12) months.
- (b) An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this agreement, except where specified otherwise, during any absence covered by W.S.I.B.
 - (c) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on W.S.I.B. shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- 34:03 (a) An injured employee shall preserve the seniority which she had accrued up to the time of the accident while absent due to injury or illness whether or not such illness or injury is compensable. The employee shall have the right to return to work upon the recommendation of the Workers' Safety and Insurance Board or the attending physician.

- (b) If an employee returns to work within the two (2) year period mentioned in Article (a) above, he/she shall be returned to his/her former job, or to work of a comparable nature at the same salary level and without loss of seniority to the date of injury. (This would be affected by the returning employee displacing the employee with the least seniority in the same classification, on the same shift and working the same number of hours, provided the employee he/she seeks to replace shall not have more seniority than the returning employee).
- (c) If, on the recommendation of the Workers' Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or a lighter nature, and such work is available within the Nursing Home in a classification which is covered by this Agreement, then the returning employee may exercise his/her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the department, provided the employee he/she seeks to replace shall not have more seniority than the returning employee.

34:04 Where an employee's vacation is interrupted due to a serious illness, the period of illness shall be considered as sick time, provided, the employee provides satisfactory documentation to support the illness.

The employee shall re-schedule the portion of time in mutual agreement with the supervisor.

ARTICLE 35 – STATUS OF CHANGE

- 35:01 A full time employee, changing her status to that of a part time employee covered by this Agreement, shall retain her seniority. Upon entering into a part time status she shall suffer no loss of wage rate, and will then progress in seniority and wage rate increase in the same manner as other part time employees covered by this agreement.
- 35:02 A part time employee, changing her status to that of a full time employee covered by this Agreement, shall retain her seniority. Upon entering into a full time status she shall suffer no loss of basic wage rate, but shall forfeit the premium paid part time employees in lieu of benefits, and then will progress in seniority and wage rate increase and benefits in the same manner as other full time employees covered by this Agreement.
- 35:03 Employees transferring under the provisions of Articles 35:01 and 35:02 shall not be entitled to change their status for a period of three (3) months after their most recent status change. It is agreed and understood that this shall not apply to an employee displaced by bumping.

ARTICLE 36 – HEALTH AND SAFETY COMMITTEE

- 36:01 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.
- 36:02 A joint management and employees health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units

which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. There shall be two (2) representatives on the Committee from the Unifor bargaining unit, one of whom shall be certified.

- 36:03 There shall be two co-chairs for the committee; one selected by the employees by the various bargaining units and one selected by management. Monthly inspections of the work place and equipment shall be carried out in accordance with the Occupational Health and Safety Act RSO 1990 and results reported to the Health and Safety Committee. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representative must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.
- 36:04 Each year on April 28th at 11:00 a.m. one minute of silence may be observed in memory of workers killed or injured on the job. The Union and Employer agree resident safety shall not be affected.
- 36:05 The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g. gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment employees are obligated to comply with such recommendation(s).
- 36:06 The parties agree that if incidents involving aggressive clients action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.
- 36:08 **Lockout and Machine Guarding**
The Employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop a lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.
- 36:09 **Injured Workers Provisions**
An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at his/her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to his/her home as indicated.

36:10 Residents Having Serious Infectious Diseases

The Employer will use its best effort to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed.

Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

36:11 Staff Abuse

The parties agree that abuse of staff, including threatening behaviour, must be addressed.

There will be no reprisal for the good faith lodging of a complaint by a staff member about such abuse or the participation by a staff member in an investigation with respect to such complaint.

Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse.

The parties agree that the Long Term Care environment houses residents who, through no fault of their own, may exhibit aggressively abusive behaviour and actions that may be unwelcome to staff. In order to balance those behaviours to the benefit of both the residents and the staff, the parties agree to the following:

The parties agree that if incidents involving aggressive resident's action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

If an employee is faced with abuse from a resident it may be necessary for the employee to leave the threatening situation and immediately notify his or her Supervisor who will assess the situation and give further direction.

It is agreed that no employee will be required to work one-on-one in a situation in which the actions of the resident at that time directly put the employee at risk of physical harm, until a satisfactory resolution has been reached.

Incidents of abusive and threatening behaviour by a resident will be documented on the resident's chart with a view to examine and modify care approaches and interventions by staff.

The parties understand that the Employer is required to make every effort to provide appropriate care to residents who are abusive before it makes any representation for psychiatric intervention.

Notwithstanding the foregoing, the employee is required to consider the safety of the resident before disengaging or withholding care on a one-on-one basis.

36:12 Influenza

It is the policy of the Employer that all employees shall be required, on an annual basis, to be vaccinated for influenza and/or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost of such medication.

If the employee fails to take the required medication, he or she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been cleared by Public Health or the Employer to return to the work environment. The only exceptions to this would be:

- i) if an employee is pregnant; and
- ii) upon written direction from the employee's physician for an employee for whom taking the medication will result in the employee being physically ill to the extent that he or she cannot attend work, in which case the employee will be entitled to use banked holidays or other lieu days, and thereafter vacation days, and thereafter leave without pay until such time as the employee has been cleared by the public health or the employer to return to the work environment.

If the employee gets sick as a reaction to the drug to the extent that he or she cannot attend work or has a severe allergic reaction and applies for WSIB the Employer will not oppose the application.

36:13 Joint Return to Work

The employee acknowledges her obligation and the Employer acknowledges the Employer's obligation regarding an Early and Safe Return to Work and Labour Market Re-Entry Program 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.

Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification of its Early and Safe Return to Work and Labour Market Re-Entry program for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Labour Market Re-Entry Program will include a statement that the Employer will make reasonable effort to provide modified duties.

If, having commenced a modified/light/alternate work program, the employee raises an objection, 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.

ARTICLE 37 – RETROACTIVE PAY

37:01 It is agreed that any retroactive payment negotiated or awarded will only be payable to those employees employed on the date of ratification and/or the date of the interest arbitration award based on hours paid. Despite the foregoing, employees who

legitimately retired, regardless of the time frame, or employees who voluntarily left their employment within sixty (60) calendar days of the date of ratification and/or the date of the interest arbitration award will also be eligible for the retroactive payment. Payment to be made within two (2) full pay periods on a separate cheque.

ARTICLE 38 – SHARED COST OF PRINTING COLLECTIVE AGREEMENTS

38:01 The Union will prepare final drafts of the collective agreement and provide the same to the Employer. The Employer will review the said documents and return them to the Union within sixty (60) days. The parties agree to split the cost of printing the collective agreement.

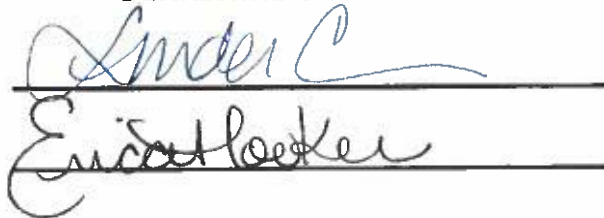
ARTICLE 39 – DURATION AND TERMINATION

39:01 This Agreement shall be in effect from the 1st day of November, 2022 up to and including the 31st day of October, 2024 and shall continue in full force and effect until a new Agreement is reached either during the course of negotiations, conciliation, or arbitration proceedings as required by The Labour Relations Act of Ontario and/or The Hospital Labour Disputes Arbitration Act of Ontario.

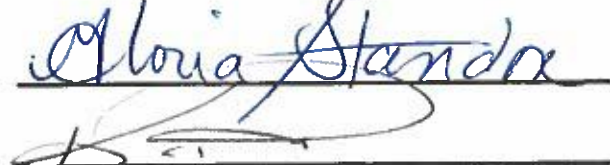
39:02 In the event that either party gives written notice to amend the Agreement within ninety (90) days prior to October 31st, 2024 negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such written notice shall list the subject matter of the proposed amendments or revisions. Either party reserves the right to amend or revise such list provided the above mentioned written notice is given prior to the commencement of negotiations.

DATED IN WINDSOR, ONTARIO THIS 3 DAY OF November, 2023

BERKSHIRE CARE CENTRE


Eric S. Harker

UNIFOR AND ITS LOCAL 2458


Gloria Standa

mg/cope343

ARTICLE 40 – WORK OF THE BARGAINING UNIT

40:01 Those persons excluded from the terms of this Agreement shall not be permitted to perform any bargaining unit work except in the following types of situations:

- (a) In an emergency.
- (b) When qualified employees are not readily available.
- (c) On experimental work.
- (d) In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.
- (e) Notwithstanding the aforementioned language, it is understood and agreed that nursing home construction/maintenance/equipment retrofits are not considered work of the bargaining unit.

Notwithstanding the aforementioned language, it is understood and agreed that nursing home construction/maintenance/equipment retrofits are not considered work of the bargaining unit.

During the term of this Agreement the Employer shall not contract out any work normally performed by employees in the bargaining unit.

ARTICLE 41 – EDUCATION FUND

41:01 The employer agrees to pay into a special dues fund the amount of two cents (\$0.02) per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by the Canadian Auto Workers and shall be utilized by the Union at its discretion.

Unpaid Leave of Absence referred to above will be granted provided other employees in the bargaining unit are available and qualified to perform the job being vacated because of the leave.

The Union will on an annual basis, provide the Employer with an audited report on the P.E.L. fund disbursement of monies received if so requested.

Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification, and sent by the employer to the following address: 115 Gordon Baker Road, Toronto, Ontario M2H 3H9 0A8.

The employer further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 42 – HARASSMENT POLICY IN RESPECT OF UNIFOR MEMBERS

42:01 Policy

Harassment prohibited by the Ontario Human Rights Code including sexual harassment is offensive, degrading and threatening. The Employer and the Unifor do not tolerate

any form of prohibited harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

42:02 What is Harassment?

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Human Rights Code.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every employee has the right to freedom from harassment in the workplace by the employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or handicap.

42:03 Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and the Unifor will ensure that:

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The Employer and Unifor will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Name calling
- Racial slurs or jokes
- Mimicking a person's accent or mannerisms
- Offensive posters or pictures on paper
- Repeated sexual remarks
- Physical contact that could be perceived as degrading
- Sexual flirtation, advances, propositions
- Leering
- Comments about a person's sex life
- Innuendo, gestures or taunting about a person's body, disability, attire or gender.

- 42:04 The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

Procedure

The Employer and the Unifor are responsible for advising a complainant when this policy applies; providing education regarding harassment, clarifying options available, identifying and assisting complainants in obtaining counselling, facilitating in the resolution process and informing the complainant of his or her rights to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the Criminal Code. In addition, the Employer and Unifor will inform the complainant that he or she has the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and Unifor. They may be either verbal or in written form.
2. The Employer and Unifor will document the complaint and the individual will be informed of his/her rights.
3. The Employer will bring the matter to the attention of the person alleged to be responsible for the conduct of harassment and will attempt to resolve the matter informally.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
6. An internal resolution will be attempted between the complainant and the respondent by the Employer and Unifor.
7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
9. At the conclusion of this step the complaint, if unresolved by the complainant will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved in Step 2 of the grievance procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.

11. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

42:05 **Violence Against Women**

The parties hereby recognize and share the concern that women may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

ARTICLE 43 – MANDATORY EDUCATION AND IN-SERVICES

- 43:01 When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to attend any in-service program or e-learning outside of her or his regularly scheduled working hours, the employee shall be paid at her or his regular straight time hourly rate of pay.

SCHEDULE "A" – WAGES

RPN - NPCRPN, RPNINI

BCC CAW	Nov. 1, 2020 (1.5%)	Nov. 1, 2021 (1.5%)	Nov. 1, 2022 RPN 0.75 special adjustment	Nov. 1, 2022 (3.0%)	Nov. 1, 2023 (3.0%)
Probation	26.734	27.136	27.886	28.723	29.584
Start	27.025	27.430	28.180	29.026	29.897
1 Year	27.640	28.054	28.804	29.668	30.558
2 Year	28.182	28.605	29.355	30.235	31.142

Nursing Aide - NPCNAD

BCC CAW	Nov. 1, 2020 (1.5%)	Nov. 1, 2021 (1.5%)	Nov. 1, 2022 (3.0%)	Nov. 1, 2023 (3.0%)
Probation	20.961	21.276	21.914	22.571
Start	21.240	21.559	22.206	22.872
1 Year	21.810	22.137	22.801	23.485
2 Year	22.421	22.758	23.440	24.144

HCA – HPCCHA, NPCPSW

BGCC CAW	Nov. 1, 2020 (1.5%)	Nov. 1, 2021 (1.5%)	Nov. 1, 2022 (3.0%) +\$3.00 PWE	Nov. 1, 2022 with PWE	Nov. 1, 2023 (3%) +\$3.00 PWE	Nov. 1, 2023 with PWE
Probation	21.227	21.546	22.192	25.192	22.858	25.585
Start	21.516	21.839	22.494	25.494	23.169	26.169
1 Year	22.088	22.419	23.092	26.092	23.784	26.784
2 Year	22.657	22.997	23.687	26.687	24.398	27.398

Activities Aide - ACTAID, CONRES, NPCRES

BCC CAW	Nov. 1, 2020 (1.5%)	Nov. 1, 2021 (1.5%)	Nov. 1, 2022 (3.0%)	Nov. 1, 2023 (3.0%)
Probation	21.227	21.546	22.192	22.858
Start	21.516	21.839	22.494	23.169
1 Year	22.088	22.419	23.092	23.784
2 Year	22.657	22.997	23.687	24.398

Dietary/Laundry/ HSK Aides/Maintenance DIETAD, HSKAID, LDRAID, MNTAID

BCC CAW	Nov. 1, 2020 (1.5%)	Nov. 1, 2021 (1.5%)	Nov. 1, 2022 (3.0%)	Nov. 1, 2023 (3.0%)
Probation	20.739	21.050	21.681	22.332
Start	21.030	21.345	21.986	22.645
1 Year	21.616	21.940	22.598	23.276
2 Year	22.197	22.530	23.206	23.902

COOK 1 COOKS1

BCC CAW	Nov. 1, 2020 (1.5%)	Nov. 1, 2021 (1.5%)	Nov. 1, 2022 (3.0%)	Nov. 1, 2023 (3.0%)
Probation	22.729	23.070	23.763	24.475
Start	23.022	23.367	24.068	24.790
1 Year	23.676	24.031	24.752	25.495
2 Year	24.204	24.567	25.304	26.063

COOK 2 COOKS2				
BCC CAW	Nov. 1, 2020 (1.5%)	Nov. 1, 2021 (1.5%)	Nov. 1, 2022 (3.0%)	Nov. 1, 2023 (3.0%)
Probation	21.894	22.223	22.890	23.576
Start	22.197	22.530	23.206	23.902
1 Year	22.770	23.112	23.805	24.519
2 Year	23.383	23.734	24.446	25.179

Clerk/Receptionist -RECEPT				
BCC CAW	Nov. 1, 2020 (1.5%)	Nov 1 2021 (1.5%)	Nov. 1, 2022 (3.0%)	Nov. 1, 2023 (3.0%)
Probation	20.961	21.276	21.914	22.571
Start	21.240	21.559	22.206	22.872
1 Year	21.810	22.137	22.801	23.485
2 Year	22.421	22.758	23.440	24.144

Ward Clerk -WRDCLK				
BCC CAW	Nov. 1, 2020 (1.5%)	Nov. 1, 2021 (1.5%)	Nov. 1, 2022 (3.0%)	Nov. 1, 2023 (3.0%)
Probation	18.359	18.634	19.193	19.769
Start	18.637	18.916	19.484	20.068
1 Year	19.182	19.470	20.054	20.655
2 Year	19.763	20.060	20.662	21.282

It is understood that the above payments are inclusive of pay equity payments which satisfy all obligations under the Pay Equity Plan. If the Employer is subsequently paid monies from the Government of Ontario for pay equity purposes and such payments would provide for a greater benefit the Employer will be required to pay such monies to the employees so otherwise entitled.

LETTER OF UNDERSTANDING #1 – RE: PENSION

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or on the amount owing by the Plan to the Employer, an auditor from the firm Orenstein & Partners will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan.
2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Pension Plan which may impact the Employer whether financially, or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side.
3. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with applicable legislation.
4. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

LETTER OF UNDERSTANDING #2 – RE: UNIFORMS

During the term of this Agreement, the dress code for employees will be as follows:

Nursing Staff

Scrubs, any colour.

Dietary Staff

Scrubs, any colour;

Hair nets;

No nail polish;

Activity Aide

Appropriate street clothes;

No faded, ripped or worn jeans;

No track or yoga pants;

Dark blue or black jeans are acceptable

Dark blue or black scrub pants are acceptable

Cooks

Scrubs, any colour; or

Chef's uniform.

All other Staff

Scrubs, any colour.

All Staff

Appropriate closed toe, closed heel shoe. Name-tags for identification to residents and fellow staff. No t-shirts, minimal jewellery, eg. wedding bands (no dangle earrings, bracelets, etc. safety) pastel and clear nail polish only. Nails should be clean and short.

Receptionist

Appropriate street clothes. (No jeans);
No track/yoga pants, no scrubs.

Any other issues related to Uniforms must first be discussed at a Labour Management meeting prior to the grievance procedure.

LETTER OF UNDERSTANDING #3 – RE: VACATION AT CHRISTMAS

Employees will be allowed to take vacation at this time on a Seniority Rotation basis, i.e., the most senior employee will be allowed prior to junior employees. The requests of full time employees will take precedence over part time employees' requests. Such vacation must be taken in blocks of five (5) working days.

Once an employee has utilized vacation in this manner, they shall not be allowed to do so again until all other junior employees have done so.

Employees are to provide sufficient advance notice to Management of their intention to take vacation at this time, in order not to disrupt the operating efficiency of the Home, and to maintain appropriate staffing levels.

Vacation will be allowed by shift and department in accordance with the following chart:

<u>Department</u>		<u>Total Number of Employees Throughout Each 24 Hour Period (3 shifts)</u>
1.	Nursing	6 employees
2.	Activities/Restorative	1 employee
	Maintenance	1 employee every other year
	Reception	1 employee
3.	Dietary	3 employees
4.	Laundry/Housekeeping	2 employees

LETTERS OF UNDERSTANDING #4 – RE: ARTICLE 22:01 (D)

Effective January 1st, of each year, the Employer shall, if possible and subject to the staffing requirements of the facility, if they are classified as a full employee, or subsequent classified as a full time, have the option to elect to work 8, 9 or 10 shifts per pay period.

This option shall be awarded based on seniority to a departmental maximum of:

- laundry/housekeeping two (2);
- dietary two (2);

- Activities, Maintenance, Office one (1);
- Health Care Aides, six (6) - two day shift, two afternoon shift, two night shift;
- RPN's one (1)

Full time employees selecting this option shall have benefits prorated in accordance with 8 shifts = 80%; 9 shifts = 90%.

The Employer may in its sole discretion, increase the number of full time employees who have the option to elect to work 8, 9 or 10 shifts per pay period.

LETTER OF UNDERSTANDING #5 – RE: RAI RESULTS

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual RAI results. The Employer agrees to provide the Union with staffing levels, the impact of related payroll costs on staffing levels and a written notice of the RAI results for the facility.

The purpose of this meeting is to discuss the impact of the RAI changes on the staffing of the facility, and provide the union with an opportunity to make representation in that regard.

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

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

LETTER OF UNDERSTANDING #6 – RE: BENEFIT CARRIER

In the event the Employer considers changing the carrier of health and welfare benefits in place as of the "date of ratification", Benefit Carrier and Manulife will be invited to submit a proposal.

LETTER OF UNDERSTANDING #7 – RE: CHIROPRACTICE/EYE COVERAGE

Where the benefit plans provide for chiropractic coverage and eye examination, the Employer agrees that that coverage will continue notwithstanding that O.H.I.P. no longer includes such services as insured services.

LETTER OF UNDERSTANDING #8 – RE: CLOSURE TO AVOID THE UNION LANGUAGE

The Employer agrees to not close an existing home and open another in an attempt to avoid the Union during the term of this Collective Agreement.

LETTER OF UNDERSTANDING #9 – RE: WOMEN'S ADVOCATE

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate and/or Management will make themselves available to female employee's as needed to discuss problems with them and access local services and supports as required.

The name of the Advocate will be posted on the Union bulletin board. The employer agrees to provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the woman's advocate.

The Women's Advocate will participate in an initial 40 hour training program organized by Unifor.

LETTER OF UNDERSTANDING #10 – RE: EDUCATION

The Parties agree to make in-service education a standing item of discussion in the Labour/Management Committee for the term of this agreement. The Employer agrees to have Linda Calabrese in attendance at the first two meetings after ratification.

LETTER OF UNDERSTANDING #11 – RE: WORKLOAD REVIEW

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- (a) At the time the workload issue occurs, discuss the issue with the Employer to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer who has responsibility for timely resolution of workload issues.

- (b) Failing resolution at the time of occurrence of the workload issue, the workload concern(s) will be reduced to writing using the Union's standardized form and addressed at the next scheduled labour/management meeting.

Implementation of Workload Review Form attached hereto as Appendix A.

LETTER OF UNDERSTANDING #12 – RE: RESIDENT ABUSE

The Employer will provide each employee at time of hire with a copy of its current resident abuse policy and will be available to answer any questions the employee may have about the policy. Such employees shall be required to read the policy provided and sign that they have read the policy and have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer will provide an in-service in each calendar year with respect to the resident abuse policy current at the time of the in-service and will be available to answer any questions the employee may have about the in-service. The Employer shall provide the employees at the in-service with a copy of the current resident abuse policy. Employees who attend such in-service outside their regular working hours will be paid at their regular rate of pay during such

attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

Nothing herein interferes with the right of the Employer to introduce an amended resident abuse policy at any time. The Employer shall provide an in-service about such amendment, and will provide the employees with a copy of the amendment. Employees who attend such in-service outside their regular working hours,, as may be required by the Employer, will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer and the Union understand and agree that every person has a positive obligation under the Nursing Homes Act to report forthwith resident abuse or the suspicion of abuse and the information upon which it is based without fear of reprisal.

LETTER OF UNDERSTANDING #13 – RE: INVESTIGATION OF ALLEGED ABUSE

The parties agree that the abuse of residents will not be tolerated and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of alleged abuse. When an employee is required to leave the workplace while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence.

The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committeeperson is on site, the Union Committeeperson will be present at the time the employee is sent home. If a Union Committeeperson is not present, the Union Committeeperson will be advised not later than the next business day.


All investigations will be completed as quickly as possible. Where an interview of an employee witness is conducted by the Employer, the employee witness may request that a Union Committeeperson be present.

Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

LETTER OF UNDERSTANDING #14 – RE: IN-SERVICE EDUCATION

When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to attend any in-service program or e-learning outside of her or his regularly scheduled working hours, the employee shall be paid at her or his regular straight time hourly rate of pay.

APPENDIX "A" – WORKLOAD REVIEW FORM

WORKLOAD REVIEW FORM	
Unifor represented staff members reporting improper assignments are to complete all sections and forward copies to the Unit Chairperson and management representative as soon as possible.	
Name (print) & Classification:	
Signature:	
Occurrence Date:	Time:
Workplace:	Unit:
Description of Unit:	
Was the occurrence the result of (select any that apply): <input type="checkbox"/> Short staffing <input type="checkbox"/> Increased census <input type="checkbox"/> Increased patient acuity <input type="checkbox"/> Other (describe):	
I/We believe that I/we were given an assignment that was unsafe and/or inconsistent with proper patient care for the following reasons:	
Description of Incident:	
Recommendation to Correct Problem:	
Name/Title of Supervisor Notified:	
Date/Time of Notification:	
Method of Notification:	
Supervisor Response:	
Supervisor Response Was: <input type="checkbox"/> Adequate <input type="checkbox"/> Inadequate	
I/We reserve the right to further this through the grievance procedure, Occupational Health And Safety Committee, or Union Management Committee if the response is not sufficient to resolve our concerns. Notwithstanding any action taken, this matter may be forwarded to the Ontario College of Nursing for review under professional responsibility rules.	

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