



UNIFOR

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COLLECTIVE AGREEMENT

between

BLUE WATER REST HOME

(hereinafter called the "employer")

and

UNIFOR AND ITS LOCAL 2458

(hereinafter called the "Union")

PART TIME BARGAINING UNIT

NOVEMBER 1, 2021—OCTOBER 31, 2024

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WHEREAS, the Union was certified by the Ontario Labour Relations Board on May 19th, 2000, as the certified bargaining agent of the employees of Blue Water Rest Home at Zurich, Ontario, who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional medical staff, registered and graduate nurses, supervisors and persons above the rank of supervisor, and office staff.

Now therefore the parties hereto agree as follows:

ARTICLE 1—PURPOSE

1:01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and its employees, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Collective Agreement.

ARTICLE 2—RECOGNITION

2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the certificates issued by the Ontario Labour Relations Board on May 19th 2000, and undertakes that it will not enter into any other agreement or contract with the employees described in the above bargaining unit either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 3—UNION SECURITY AND CHECK-OFF

3:01 The Employer agrees that it will deduct union dues on the first pay of each month from each employee coming within the scope of the bargaining unit defined in the Recognition clause of the Agreement, in accordance with the provisions of the Constitution of Unifor, in the manner and amounts provided as notified by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union to Unifor at the following address, or such other address as directed by the Local Union in writing. A list of employees for and on whose behalf such deductions have been made shall also be forwarded to Unifor Local office at the same address and at the same time.

**Unifor Local 2458
3400 Somme Avenue
Windsor ON N8W 1V4
Attention: Secretary-Treasurer**

3:02 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The employee will be introduced to the Union Chairperson or designate by a representative of the Employer.

It is mutually agreed that arrangements will be made for a Union representative to interview each newly hired employee once during the first week of their employment for the purpose of informing such employee of the existence of the Union in the facility. The Employer shall advise the Union monthly as to the names of the persons to be interviewed. The interview will not exceed fifteen (15) minutes.

- 3:03 The Employer agrees to indicate the amount of initiation fees, assessments and Union dues deductions during each calendar year on the employee's T-4 slip.
- 3:04 The Union will save the Employer harmless from any claims that may arise either from any deductions from wages in respect of check off for initiation fees, assessments or dues or any action taken at the request of the Union. The Union will advise the Employer by letter of the amount of initiation fees, assessments and Union dues, and as to any changes thereto, at least one (1) month in advance of the pay period in which the deductions are to be made.
- 3:05 The Employer will provide the Union office with a current listing of employee's names, addresses and phone numbers by January 15th and July 15th of each year.

ARTICLE 4—RESERVATIONS OF THE HOME MANAGEMENT FUNCTIONS

4:01 The Rights of the Employer:

The Union acknowledges that it is the exclusive function of the employer:

- a) to hire, promote, demote, layoff, recall and to transfer, suspend, discipline or discharge any employee for just cause, provided that a claim by any employee except a probationary employee that they have been unjustly or unfairly dealt with on any of the foregoing items, may be subject to the grievance procedure and dealt with accordingly under the Grievance Procedure and Arbitration;
- b) the Union further recognizes the right of the employer to operate and manage the Long Term Care Home in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the employer at any time provided that number is sufficient, the right to use modern methods, machinery and equipment and jurisdiction over all operations, building equipment and employees at Long Term Care Home at the Blue Water Rest Home in Zurich, Ontario, are solely and exclusively the responsibility of the employer. The employer has the right to make and alter from time to time and enforce rules and regulations to be observed by the employees. Such rules and regulations shall not be inconsistent with the provisions of this agreement and where circumstances permit changes to these rules and regulations shall be meaningfully discussed with the union committee prior to the implementation;
- c) without limiting the generality of the foregoing provisions, it is expressly understood and agreed that upon a breach of any of the rules or of any of the

provisions of this agreement, the employee may be subject to discipline by the employer provided that nothing herein shall prevent the employee from going through the grievance procedure to determine whether discipline was for just cause.

4:02 In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

a) When a workload issue is identified, the employee(s) shall discuss the issue with the employer to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, the employee(s) shall seek assistance from an individual(s) identified by the employer who has responsibility for the management of workload issues in a timely manner.

b) The employer agrees to discuss the topics of workload and working short at labour management meetings during the currency of this agreement. Either party may bring such information or data as it wishes to the meeting.

In the event that the Home assigns a number of residents or workload to an individual employee or group of employees, such that they have cause to believe that they are being asked to perform more than is consistent with proper care, they may raise the matter in labour management meetings.

ARTICLE 5—COMMITTEEPERSONS AND NEGOTIATING COMMITTEE

5:01 (a) The Employer acknowledges the right of the Union to appoint, elect or otherwise select a Negotiating Committee composed of two (2) employees of the Employer plus a National Representative, and will recognize and deal with said committee, including the National Representatives, with respect to any matter which properly arises for its consideration. Each such employee of the Employer shall have a minimum of six (6) months seniority.

(b) In the event that joint negotiations are agreed with full-time and part-time bargaining units then the negotiating committee shall be no more than a total of four (4) members. However, the total numbers may vary if both parties are agreed.

5:02 The Employer acknowledges the right of the Union to appoint, select or otherwise elect one (1) part time chairperson and one (1) committeeperson to assist employees on all shifts presenting their grievance to the employer or its representatives. Members of the Negotiating Committee may serve as committeepersons as referred to in this sub article.

5:03 The Union acknowledges that the committee people and members of the Negotiating 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 their supervisor, be permitted to leave their regular duties stating the approximate length of time required to function as a committeeperson as in this agreement provided. Such consent from the supervisor shall not be unreasonably withheld. With this understanding, the chairperson or committeeperson and members of the Negotiating Committee shall not suffer any loss of pay for time spent on grievances and while attending negotiating meetings up to and including conciliation. Employees who are required to attend at negotiations shall not be scheduled to work the shift immediately following the shift in which the meeting is scheduled.

Where a Home is participating in a master bargaining process, and a union committeeperson is attending a bargaining session 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(s) so spent in negotiating meetings with the Employer.

5:04 The Union will inform the Employer in writing of the names of committeepersons and the chairperson.

5:05 **Labour/Management Meetings**

The Employer and the combined full time and part time union committee will meet once every three (3) months, unless agreed otherwise by the parties, to discuss labour/management issues. The purpose of this meeting is to have open discussions about ongoing issues and to seek resolution to any issues between the parties. Union representatives shall not suffer a loss of regular earnings while attending such meeting.

These meetings will take place at an agreed to date, normally within fourteen (14) days of notice by either party to hold a meeting. The parties must finalize an agenda in writing seven (7) days prior to the meeting date. Although preferable, not all of the union committee (both full and part time) and the management team must be present. The meeting will take place provided there are at least two (2) management representatives and two (2) union committee representatives, one of which must be a Union Chairperson.

Either party may call their respective representative, if they so choose, to be present at the said meeting.

ARTICLE 6—GRIEVANCE PROCEDURE

6:01 Any complaint arising between the employees and the employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below:

6:02 **Complaint**

Any employee having a question or complaint shall with the assistance of a committeeperson, if requested, refer it to his/her immediate supervisor within eight (8) working days of the actual occurrence leading up to the question or complaint. The supervisor shall give a decision within seventy-two (72) hours of such discussion. If the supervisor's decision is not satisfactory to the employee, the employee may refer the complaint to a Union committeeperson.

Step 1

The union committee will then submit the grievance in writing to the Administrator, or designate within five (5) calendar days of receipt of response to the complaint. The Administrator, or designate shall respond to the grievance in writing to the union committee within five (5) calendar days having receipt of the grievance.

Step 2

If the written response is not satisfactory to the union committee, the parties shall arrange a meeting within five (5) calendar days of receipt of the Employer's response to discuss the grievance. The meeting shall be attended by the union committee and representatives of the Employer. A representative of the National and/or Local Union Representative may also be in attendance at the step 2 meeting. The Employer's response shall be in writing within five (5) calendar days of the meeting. If the union committee is not satisfied with the response it may refer the grievance to arbitration as provided hereafter, within five (5) calendar days of receipt of the Employer's response.

6:03 Group and Policy Grievances

The grievance procedure outlined in this article shall apply equally to a grievance lodged by a group of employees, or to a Union policy grievance. Such grievance shall be filed in writing at step 2 within ten (10) calendar days of the incident that gave rise to the dispute. It is understood that the Employer may file a policy grievance with the Union under this clause.

6:04 Discharge Grievance

A claim by an employee that they have been unjustly suspended or discharged shall be treated as a grievance if a written statement of such is filed by the employee within (5) calendar days after the employee has received notice of discharge or suspension in writing from the Employer. Such special grievance shall be taken up at Step 2 of the grievance procedure.

It is agreed that the Union Chairperson will be notified immediately upon the dismissal or suspension of any employee within the bargaining unit.

6:05 Time limits fixed in the grievance procedure and arbitration procedures may be extended only by mutual consent of the parties.

6:06 **Right to Have a Committeeperson Present**

An employee subject to formal disciplinary action, which is to be recorded in the employee's personnel file, shall have the right to presence of a union committee member at the time such discipline is given, unless it is necessary, because of the circumstances giving rise to the suspension or discharge, to require the immediate expulsion of the employee from the employer's premises.

6:07 Records of formal disciplinary action (written warnings, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once twelve (12) months has elapsed, from the effective date of the discipline.

Formal disciplinary action, in this context, is any disciplinary action which is reduced in writing and given to the employee.

Such records will not be removed where the disciplinary action arises from an interaction with residents or family members, until twenty-four (24) months have elapsed, from the effective date of the discipline.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time periods related to the discipline of resident abuse only.

6:08 **Mediation Language**

Either party, with the agreement of the other party, may submit a grievance to Mediation at any time within 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.

Grievance mediation will commence within 21 days of the grievance being submitted to Mediation or longer as agreed by the parties.

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.

The parties shall agree on a mediator.

Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, and no record of the proceedings shall be made. Prior to proceeding to the Mediation process the parties will notify one another of their intention to use legal counsel.

If possible, an agreed statement of the facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation conference.

The Mediator will have the authority to meet separately with either party.

If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 7—ARBITRATION

- 7:01 Should any grievance or difference fail to be satisfactorily settled under the foregoing procedure, either party may within 14 days notify the other party in writing of its desire to submit the difference or allegation to Arbitration. The written notice shall contain a list of three (3) suggested Arbitrators. The recipient of this list may accept one (1) of the three (3) Arbitrators or in turn submit their own list of three (3) suggested Arbitrators within five (5) regular working days thereafter.
- 7:02 If the parties fail to agree on an arbitrator, the matter may be referred to the Minister of Labour who shall appoint an Arbitrator.
- 7:03 The arbitrator shall hear and determine the grievance or difference and shall issue a decision and that decision shall be final and binding upon the parties and upon the employees affected by it.
- 7:04 The arbitrator shall not have the authority to alter, add to, subtract from, modify or amend any of the provisions of this agreement or to substitute any new provisions for any existing provisions or make any decision inconsistent with the terms and provisions of the agreement. Subject to the foregoing, the arbitrator shall have the power to make any such decision as the arbitrator may in the circumstances deem just and equitable.
- 7:05 Each of the parties hereto shall jointly share the fees and expenses of the arbitrator.
- 7:06 The parties may by mutual agreement amend the provisions 7:01 to provide for a panel of arbitrators in accordance with the “Hospitals Labour Disputes Arbitration Act.”
- 7:07 No person shall act as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 7:08 Where both parties agree, a Board of Arbitrators may be submitted for a single arbitrator. In such cases, the parties shall endeavor to agree on the selection of a chairperson and in the event they fail to do so, the Minister of Labour shall be requested to appoint the chairperson. The Board of Arbitrators shall be bound by

the provisions of Article 7 that apply to a single arbitrator. Each party shall be responsible for the costs of their nominees as well as one half (1/2) of the costs of the arbitrator.

ARTICLE 8—WITNESSES AND INSPECTION

8:01 At any step 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 said parties or the arbitrators to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 9—DISCHARGE AND SUSPENSION CASES

9:01 The employer shall not discharge or suspend any seniority employee without just cause. The employer shall direct a letter to the employee, with a copy to the President of Local 2458, confirming such discharge and reasons for such action. Any claim of wrongful discharge or suspension may be submitted to the grievance and arbitration procedure within fourteen (14) days from the date of discharge or suspension and dealt with as herein provided. Step One of the grievance procedure will be omitted in such cases.

9:02 A discharge or suspension grievance may be settled by confirming the Employer's action in dismissing or suspending the employee or by reinstatement of the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring Parties.

9:03 If a discharge or suspension grievance goes to Arbitration, the Board of Arbitration may:

- a) confirm management's action in dismissing or suspending the employee, or;
- b) reinstate the employee with full compensation for time lost, or;
- c) settle the grievance by reinstatement with such compensation as is just and equitable in the opinion of the Board of Arbitration.

9:04 Discipline shall be removed from all files in accordance with Article 6:07.

ARTICLE 10—PROBATIONARY PERIOD AND SENIORITY

10:01 Part time employees of the Employer shall be considered probationary employees until they have completed four hundred and fifty (450) hours worked or twelve (12) months, whichever occurs first, after which their seniority shall accumulate on the basis of each 1500 hours worked from the date of hire being the equivalent of one (1) year of seniority. For incumbent employees, at the date of signing of the

collective agreement, the seniority shall be calculated in accordance with Article 10:04 b). Hours must be worked in order to pass probation.

Date of hire will be used for the purposes of job posting, layoff and recall, overtime and call-ins, and vacation schedule preference.

10:02 It is a condition of this Agreement that the discharge or layoff of a probationary employee or employees during the four hundred and fifty (450) hours worked or twelve (12) months shall not be the subject matter of a grievance herein.

10:03 Where the terms "seniority", "continuity of service" or "unbroken employment" are used, the said terms have the same meaning and shall include the following:

- a) vacations and paid holidays;
- b) scheduled days off;
- c) approved leave of absence;
- d) layoffs for a period of up to thirty-six (36) months,
- e) suspensions

10:04 a) A seniority list shall be posted in the staff room January 1st and July 1st during the term of this Agreement. A copy of each seniority list shall also be mailed to Unifor Local 2458 on the same day. Each list shall contain the actual date of hire, and for part time service, the number of hours worked.

b) All employees shall have their seniority recorded on the basis of calendar years of their continuous employment from date of hiring. as of August 9, 1988, and thereafter, seniority will accumulate on the basis of each 1500 hours worked being equal to one (1) year of service.

ARTICLE 11—LOSS OF SENIORITY AND JOB POSTINGS

11:01 Termination of Service

Continuity of service shall be considered broken employment and seniority lost when:

- a) an employee quits or is discharged and is not reinstated pursuant to the grievance procedure or by the Board of Arbitration;
- b) an employee is absent from work for a period of three (3) consecutive days without satisfactory reason and without the consent of the Employer;

- c) an employee fails to report to work following a leave of absence without justifiable reason.

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, they will forfeit all seniority rights and privileges contained in this agreement, unless otherwise agreed by the Union and Employer.

An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice. The Union and Employer agree to abide by the *Human Rights Code*.

11:02 The Employer shall give notice of termination of employment to all employees in accordance with the Employment Standards Legislation in the Province of Ontario.

11:03 a) In the event of a layoff or reduction in staff within a classification, probationary employees shall be laid off first. In the event of a further layoff or reduction in staff within a classification, the employee having the least seniority shall be laid off. He/she shall then have the right to displace the junior employee with lesser seniority, in any classification, providing he/she has the ability to perform the job. Such displacement rights shall be exercised within such employee's five (5) working days after notification of his/her layoff. This procedure shall be repeated until an employee whose job is assumed cannot assume another job and is laid off. Full time employees have the right to displace the least senior employee provided he/she has the ability to perform the job.

b) Recalls shall be implemented according to reverse order and seniority.

c) The Employer shall give to an employee and the Union office, fourteen (14) calendar days' notice of the discontinuance of a job through layoff, or payment in lieu of such notice.

d) Employees outside the bargaining unit shall not perform work normally performed by the bargaining unit while such employees are on layoff.

e) No person excluded from the Bargaining Unit, with the exception of full-time bargaining unit members, voluntary help. Residents performing some work for therapeutic Purposes, students under the job creation program for a short period, snow removal in an emergency, or any other emergency, or when snow has to be removed with heavy equipment which is not owned by the Employer or to train or instruct employees; shall perform any work of members of the Bargaining Unit.

11:04 Notices

Any notice to any employee under this Agreement may be given personally, in writing, or by telegraph or prepaid registered post addressed to the employee at

their last address shown on the seniority list or on the payroll of the Employer. A courtesy copy of such notice shall also be sent to Unifor Local 2458 on the same day.

11:05 **Job Posting**

- a) When a new job is created or when a vacancy occurs in any department of the Home coming within the scope of the full time or part time agreements, a notice will be posted or circulated requesting applications to fill such vacancy from employees of the employer. This notice shall contain the following information:
 1. The description of the position required.
 2. Full-time or Part-time
 3. The anticipated start date of the posting
 4. The hours of work and the schedule to be worked
 5. The qualifications and diploma or certificate required.
- b) Such notice will be posted in all departments and shall remain posted for seven (7) calendar days to permit applicants to make application for the vacancy. The Employer will endeavor to inform applicants from within the Bargaining Unit on whether they were successful or not within 7 days.
- c) If no applications to fill the vacancy are received from employees of the Employer or where applicants from the bargaining Unit are unsuccessful, then the Employer may fill the vacancy from the open market.
- d) In considering applications, preference will be given according to seniority, provided that the employee concerned has the necessary skill and ability to perform the work required. Employees applying for job postings which require a certificate or diploma shall only be considered once they have provided the Employer with a copy of the certificate or the diploma. The employer will not consider post-secondary students for vacancies when it is expected the post-secondary student will not be able to fulfill the job requirements on a year round basis.
- e) In the event where a part time employee transfers to full time, his/her seniority date will be determined by the date of hire.
- f) Successful applicants of the job posting procedure shall be on a trial period of thirty (30) calendar days and all seniority rights shall transfer with them. In the event that the employee reverts to their previous job, they shall maintain all rights and privileges of their previous position. When an employee reverts to their former position after being awarded a posted position, the position shall be awarded to the next senior applicant per 11:05 d).

- g) The parties agree that an employee awarded a temporary vacancy in accordance with the job posting provisions contained herein, shall assume the scheduled hours of the vacant position. Any additional hours added to the vacancy in question shall be available to call-ins. The parties agree that this article is not meant to circumvent any other provisions of the agreement with respect to hours of work, layoff, etc...
- h) The employer will post all temporary vacancies of more than six (6) weeks. Such positions will be filled on the basis of seniority.

ARTICLE 12—JOB CLASSIFICATION AND WAGES

12:01 Schedule "A" attached hereto, shows the classification and wages of the employees within the Bargaining Unit with effect from the dates set out therein. The Parties agree that the said Schedule and contents thereof shall constitute part of this Agreement. It is further agreed that if any new classification within the scope of the certificate of certification are created during the lifetime of this Agreement, wage rates for such classification shall be negotiated between the Employer and the Union not later than fourteen (14) calendar days after the Employer establishes any such classification. Should the Parties fail to agree on the wage rates for such classification the matter may be referred to a Board of Arbitration by either party, and the salary shall be retroactive to the time the position was first filled.

12:02 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

ARTICLE 13—PAYMENT OF WAGES

13:01 All employees will be paid biweekly on every second Friday, for the payroll period ending the previous Saturday 2300-0700 shift. In the event that a paid holiday falls on a regular pay day, then employees will be entitled to be paid on the Thursday immediately preceding the normal pay day. Pay will be done via direct deposit. The employer agrees to provide a breakdown of hours and wages upon request.

13:02 Payments shall be made for time worked during the said two week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. Any errors made by the Employer in calculating payments as provided for in this Article shall be corrected and paid in accordance with Article 13:03.

13:03 In instances where an employee receives less wages than that owing to them, as a result of an error made by the Employer, the amount owing will be paid:

- a) within twenty-four (24) hours if the amount owing is one day's wage or more, or,

b) on the next pay cheque if the amount owing is less than one day's wage.

13:04 For the purpose of the change to and from daylight savings times, employees shall be paid for all hours actually worked.

ARTICLE 14—HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

14:01 (a) A permanent part-time employee is a person who works twenty-two and one-half (22½) hours per week consisting of three (3) seven and one-half (7½) hour days exclusive of a one-half (½) hour meal period. Employees may also be requested to work five (5) hour, four (4) hour, or three (3) hour shifts as required.

(b) All hours of work shall be scheduled by seniority among the employees in each department as per Article 14:02. The longer shifts shall be allocated on a seniority and qualification basis. Any extra time or call-in time after twenty-two and one-half (22½) hours shall be offered on a seniority and qualifications basis to employees within the department first and then if any other available time remains, it shall be offered to other employees on a seniority basis outside the department.

14:02 1) The Employer shall schedule the most senior part time employees up to twenty-two and one half (22½) hours per week within the department on average and then graduate all other hours by seniority until the permanent part time compliment is exhausted.

2) Once all of the permanent part time employees have worked twenty-two and one half (22½) hours per week on average, all available hours, including call-in hours shall be offered by seniority to employees up to thirty-seven and one half (37½) hours per week on average.

3) For the purposes of averaging twenty-two and one half (22½) hours over a four (4) week schedule the parties agree that this average may go as high as ninety-two and one half (92½) hours without violating the collective agreement.

4) Permanent part time employees shall be offered by seniority available full time vacation hours up to thirty-seven and one half (37½) hours per week where such weeks are known by the Employer to be available two (2) weeks prior to the posting of the part time schedule.

5) For the purpose of averaging, the four (4) week posted schedule shall be used.

6) i) Part-time and casual employees will be offered call-in shifts in order of seniority, provided the shift does not place the employee in an overtime situation, using the process below:

- i) part-time within the classification
 - ii) casual within the classification
 - iii) part-time within department outside classification
 - iv) casual employee within department outside classification
 - v) part-time outside department that work the classification
 - vi) casual employee outside department that work the classification
- ii) If a part-time employee expresses interest in writing and is qualified to work in another classification, they may request to be added to the list for call-ins in accordance with 14:02 6)(i) above. Requests shall not be unreasonably denied.

A casual employee is an employee who is not regularly scheduled. Casual employees have the option of refusing a call-in when it is made available to them, however, it understood that a casual employee cannot unreasonably or consistently refuse call-ins. Further, casual employees shall be required to be available one of the following: Christmas Eve and Christmas Day or New Year's Eve and New Year's Day. In addition, casual employees must be available for four shifts every four-week period, two (2) of which must be weekend shifts (Saturday or Sunday). If they do not meet the availability commitments or if a casual employee does not work within three (3) consecutive months, they shall be deemed to have voluntarily resigned their employment. This clause does not apply if the employee provides medical certification for the absence.

14:03 i) Overtime at the rate of time and one-half (1½) the employee's basic rate shall be paid for all work performed over thirty-seven and one-half (37½) hours per week or over seven and one-half (7½) hours per day but not both.

ii) The Employer agrees when offering anticipated overtime (all except for the next shift), it will be distributed to employees in the same classification by seniority. If there are no employees in the classification available, the shift will be distributed to qualified employees within the department by seniority. If there are no employees in the department available, the shift will be distributed to qualified employees within the Home by seniority

When offering unanticipated overtime (on the next shift), employees in the same classification currently on shift will be offered by seniority prior to offering to qualified employees in the department by seniority. If there are no employees in the department available, the shift will be distributed to qualified employees within the home by seniority.

For clarity, a qualified employee is one who has received the specific classification training to work in that classification.

14:04 Weekends off shall be equally distributed among part-time employees in the same department except as mutually agreed. Each employee shall be entitled to a minimum of one weekend off in every three (3) week period where it is possible to do so. Notwithstanding the foregoing every employee will be entitled to not less than one weekend off in every four (4) week period. Weekends off shall commence at the end of the Friday Day Shift and shall end at the commencement of the first shift Monday i.e. Sunday night to Monday morning.

14:05 In the event employees of their own accord, for their own convenience wish to change shifts with one another, the Employer agrees not to unreasonably withhold their consent but shall not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange of shifts.

i) The employer shall endeavor to schedule part time employees by their first and second choice of shift preference by seniority. Such preference sheets shall be submitted to the employer by March 1st each year.

14:06 Employees shall not be required to take time off in regular hours in lieu of overtime worked unless requested by the employee concerned.

14:07 The Employer agrees that working schedules shall be posted at least one (1) week in advance and shall contain a period of at least four (4) weeks.

If such schedule is to be changed, the Employer will give full time and part time employees at least twenty-four (24) hours' notice. In the case of an emergency, such notice period will be waived by the Parties.

14:08 Breaks shall be as follows:

<u>Shift Length</u>	<u>Break (paid)</u>
3 hours	1—10 minute break
More than 3 hours up to 5 hours	1—15 minute breaks
More than 5 hours	2—15 minute breaks

All shifts over 5 hours in length will receive a thirty (30) minute unpaid meal break in addition to the above breaks.

14:09 If an employee is assigned work in a higher paid classification he/she shall be paid the higher rate of pay for all time so worked.

14:10 If an employee reports for work as scheduled but for whom no work at their 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 or the hours which had been scheduled, or the hours scheduled if less than four (4).

Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day

- 15:02 a) In order to qualify for such payment an employee must work their normal scheduled work day preceding and following the holiday except where absence is due to illness or injury or the employee is on approved leave of absence.
- b) Similarly, the employee must have worked at least twelve (12) full shifts in the preceding thirty (30) day period immediately prior to the statutory holiday. If an employee works shorter shifts (less than 7.5 hours in duration), the average number of hours will be paid.
- c) Employees scheduled to work the Weekend of a Statutory Holiday shall have first option to work the Statutory Holiday Monday and/or Friday. The Employer will endeavor to comply with the other scheduling provisions when implementing this provision.
- 15:03 If any employee is scheduled to work on any paid holiday and actually works, then they may elect either.
- a) pay at one and one-half (1½) their normal daily rate for work performed on such holiday in addition to the employee's normal pay; or
- b) time and one-half (1½) in money plus one (1) day off with pay within thirty (30) calendar days of the said holiday.
- 15:04 In cases of absence due to illness and injury not covered by Workplace Safety Insurance, employees with one (1) or more years seniority shall be paid holidays falling within a three (3) month period from the commencement of such absence.
- 15:05 In the event that any paid holiday falls on an employee's day off or during their vacation period, they shall receive an additional day off with pay providing the employee had worked on twelve (12) days in the previous four (4) week period prior to the commencement of the vacation period or day off.
- 15:06 The amount of pay owing for each statutory holiday will be determined by calculating the average daily hours worked in the four (4) week period immediately prior to the statutory holiday.
- 15:07 If an employee works overtime (in excess of 7½ hours) on a paid holiday, such employee shall be entitled to two and one-half (2½) times their normal hourly rate for all hours so worked.

ARTICLE 16—VACATIONS

16:01 The Employer agrees to provide a vacation plan on the basis of a vacation fiscal year commencing June 1st and ending May 31st for all part time employees. Vacation entitlement for all employees shall be based on continuous service (in calendar years) from their date of hire.

- a) All employees having less than one (1) year of service on May 31 in any year, shall be entitled upon completion of their probationary period, to a credit of one (1) day vacation with pay for each month of service to a maximum of nine (9) working days' vacation with pay calculated at 4% of the previous year's gross earnings.
- b) All employees with one (1) year or more of service at May 31 of any year shall receive two (2) weeks' vacation with pay. Pay shall be calculated at 4% of the previous year's gross earnings.
- c) All employees with two (2) years of service or more as of May 31 of any year shall receive three (3) weeks' vacation with pay. Pay shall be calculated on the basis of 6% of the previous year's gross earnings.
- d) All employees with five (5) years of service or more as of May 31 of any year shall receive four (4) weeks' vacation with pay. Vacation pay shall be calculated at 8% of the previous year's gross earnings.
- e) All employees with sixteen (16) years of service or more as of May 31 of any year shall receive five (5) weeks' vacation with pay. Vacation pay shall be calculated at 10% of the previous year's gross earnings.
- f) All employees with twenty-five (25) years of service or more as of May 31st of any year shall receive six (6) weeks' vacation with pay. Vacation pay shall be calculated at 12% of the previous year's gross earnings.
- g) 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.

16:02 If an employee terminates their - employment with the Employer, is discharged or laid off, they shall be paid vacation pay on the following basis:

- a) Four percent (4%) for all time worked from June 1 of any year, if the employee's service is less than two (2) years.
- b) Six percent (6%) for all time worked from June 1 of any year, if the employee's service is two (2) years or more.

- c) Eight percent (8%) for all time worked from June 1 of any year, if the employee's service is five (5) years or more.
- d) Ten percent (10%) for all time worked from June 1 of any year, if the employee's service is sixteen (16) years or more.
- e) Twelve percent (12%) for all time worked from June 1 of any year, if the employee's service is twenty-five (25) years or more.

16:03 Vacation pay shall be paid to all employees in June and December of each year and all normal deductions made from an employee's pay shall also be made from such vacation pay.

ARTICLE 17—HEALTH AND WELFARE

17:01 Sick Leave

Effective date of ratification, employees will accrue sick leave credits on the basis of 7.5 hours credit for every 162.5 hours paid to a maximum of 75 hours.

This provision will not apply to employees during their probationary period. It is agreed that once an employee completes their probationary period, the employee will be credited with the hours paid back to most recent date of hire.

17:02 Workplace Safety & Insurance Board

The Employer shall provide the Union with a copy of the Employers report of injury or disease (Form 7) prior to submitting same to the WSIB in order to give the Union an opportunity to discuss with the Employer any errors or omissions which may exist. The Employer agrees to provide any other prescribed information and/or correspondence between the Employer and the WSIB regarding an employee's WSIB claim to both the Union and the injured employee.

An employee receiving worker's compensation (WSIB), upon return to at full duties will be provided with their former position or a comparable position if the original position is no longer available. If no comparable position is available, the employee will be able to exercise their rights under the layoff provisions of the collective agreement.

17:03 Absence due to illness or injury compensable by the Workplace Safety and Insurance Board shall not be charged against sick leave credits or entitlements. However, such employees may request the difference between the allowance paid by the Workplace Safety and Insurance Board and their full wages to be paid to them and such difference shall be subtracted from the employee's accumulated sick leave bank.

17:04 The Employer reserves the right to request proof of illness by medical certificate if absence is three (3) working days or longer. The Employer agrees to reimburse for all Doctor's notes, specifically requested by the Employer.

17:05 Each employee shall be notified as to the number of days of sick leave to their credit on the first pay day in July and upon request at any time during the term of this Agreement.

17:06 The Employer will continue their share of benefits premiums for employees on WSIB for a period of twenty-four (24) months provided employees continue to pay their share of the benefits, where applicable.

17:07 **Post Age 65**

The parties agree to follow the current benefit booklets or collective agreement regarding benefits, and at age 70 workers previously entitled to benefits will receive in lieu as per the contract, if applicable.

ARTICLE 18—LEAVE OF ABSENCE

18:01 Personal Leave

The Employer may, in its discretion, grant leave of absence without pay for legitimate personal reasons, to any employee who has at least six (6) months seniority. Such leave of absence shall be for a maximum of one (1) year. Leave of absence shall not be granted for the purpose of working elsewhere. During the first sixty (60) working days of such leave, but not thereafter, an employee on such leave shall continue to accumulate seniority and all other rights under this Agreement.

The Employer agrees that it will not unreasonably withhold approval of an employee's request for a leave of absence under this provision. A request for leave shall be made by the employee in writing to the Administrator, not less than two (2) weeks prior to the commencement of such leave.

When making a request, Employees must indicate a reason for the leave.

18:02 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 three (3) employees on such leave at any one time, that at least three (3) weeks' notice is filed with the Administrator, that the employees granted time off must be from various departments, that the maximum number of days for a Union School shall not exceed seven (7) days in any one contract year, and that the requests shall be limited to four (4) employees per year.

18:03 **Bereavement Leave**

- a) The Employer will grant leave of absence of five (5) consecutive days in conjunction with the date of death or date of funeral for death of spouse, child or step-child.
- b) The Employer will grant leave of absence of three (3) consecutive days in conjunction with the date of death or date of funeral for death of members of the immediate family. For the purpose of clarification of this Agreement, immediate family means: Mother, father, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law.
- c) The Employer will grant leave of absence of one (1) working day to attend the funeral of any step-relative indicated in 18:03 b), aunt, uncle, niece or nephew if the day of the funeral is a scheduled work day.

For the purpose of clarification of this clause, the employee must be able to provide legal proof to the Employer that such person is a Step-Relative.

18:04 **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 their jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments. The employee is to notify their 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 they are not required to attend court. An employee can opt not to submit the pay for jury and witness duty and not receive lost earnings.

18:05 **Pregnancy Leave**

The Employer agrees to grant leave of absence without pay of up to sixty-one (61) weeks for pregnancy and such employees will take leave of absence at the discretion of the employee's physician.

The service requirement for eligibility for pregnancy leave SUB benefits shall be ten (10) months of continuous service before the expected date of birth.

These employees shall be reinstated to their former jobs and classifications with full seniority after the child is born provided that within eight (8) weeks after delivery the employee concerned notifies the Administrator or Department Head of her intention to return to work and submits a letter from her physician that she is able to return to work.

Effective January 1, 1992, an employee on leave as set out above who is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Home of the employee Employment Insurance cheque stub as proof that she is in receipt of such benefits for a maximum of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee shall endeavor to provide proof of EI benefits within two (2) weeks of the receipt of the employees EI benefits.

18:06 Parental Leave

An employee who has been employed at the Home for at least thirteen (13) weeks and who is the parent of a child shall be entitled to a leave of absence without pay following the birth of a child; or the coming of a child into the custody, care and control of a parent for the first time. The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin. Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not. An employee may end their parental leave earlier by giving the Employer at least four (4) weeks written notice.

18:07 During pregnancy leave or parental leave, an employee continues to participate in all benefit plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions, if any.

18:08 Seniority continues to accrue during pregnancy leave or parental leave.

18:09 Any employee elected or appointed to a full-time position in the Local or National Union, Unifor, will be granted a leave of absence by the employer for up to three (3) years. Such three (3) year period may be extended by agreement of the parties. The union will be responsible for the cost of such employee's wage and benefits.

18:10 Family Leave

An employee is entitled to family medical leave in accordance with the provisions of the *Employment Standards Act*.

An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the plan and matched by the employee), in which the employee is participating during the leave.

Subject to changes in an employee's status which would have occurred had they been on family medical leave the employee shall be reinstated to their former position.

18:11 Military Leave

An employee will be granted unpaid Military Leave in accordance with the *Employment Standards Act*, in addition unpaid leaves may be granted for the purpose of fulfilling their military training. The employee will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received. Seniority will continue to accrue on such leaves and service will accrue in accordance with the effect of absence provisions within the collective agreement.

18:12 Mandatory Education and In-Services

When an employee is required by the employer to attend any in-service program or e-learning within the Home during their 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 their regularly scheduled working hours the employee shall be paid at their regular straight time hourly rate of pay.

ARTICLE 19—GENERAL

19:01 The Employer agrees to provide one (1) meal per day for the day and evening shifts for employees who agree to purchase meals on an eight (8) week basis. Cost to be six dollars (\$6.00) for day and evening shifts. Where there becomes the need to have an employee stay over to cover an additional shift or where the Employer calls-in an Employee to cover a shift or when the employee is called in with short notice of two hours or less, the above meal purchase will be provided.

19:02 The Employer agrees to pay fifty percent (50%) of the cost of having the Contract printed in booklet form.

19:03 The Employer agrees not to contract out any work presently performed by the Union members, except snow removal, during the life of this Collective Agreement.

19:04 It is agreed that there shall be at least one bulletin board readily available in the Home which will be for the exclusive use of the Union to post notices and or other items of interest to members of the Union.

19:05 The parties shall meet to discuss job descriptions which shall be appended to this Collective Agreement as Schedule 'B'.

19:06 All staff shall be informed prior to work, or as soon as it is known, of any contagion, transmittable disease, infection, or other condition in the workplace, and provided with the requisite and necessary protective apparel or means for handling the condition.

ARTICLE 20—CLOTHING ALLOWANCE

20:01 The Employer agrees to pay to all employees, a clothing allowance of six dollars and fifteen cents (\$6.15) per month. The allowance shall be paid each six (6) months, namely the first pay in January and the first pay in July of each year. For new employees, and those who terminate, the allowance shall be prorated.

ARTICLE 21—RETROACTIVITY

21:01 The increases to the wage rates shall be effective to the first day following expiry of the previous collective agreement between the home and the previous bargaining agent on a retroactive basis to all employees in the existing bargaining unit for all paid hours of employment. Any new employees hired shall be entitled to a pro-rata adjustment to their remuneration from the start date of their employment.

The Employer shall be responsible for contacting employees who have left the employ of the Home in writing at their last known address to advise them of their entitlement to any retroactive wage adjustment. Copy of such notices shall be provided to the Union Chairperson. Such employees shall have a period of sixty (60) days only, from the date of posting by the Employer in which to claim any retroactive adjustment.

All retroactive payments shall be made in the form of individual, fully itemized cheques or deposit statements within thirty (30) days of the date of ratification for all present employees.

ARTICLE 22—NO DISCRIMINATION / HARASSMENT

22:01 The employer and Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of Union membership or activity.

The employer and Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age,

disability, sexual orientation, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.

The term “spouse” or “partner” as used in this agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.

22:02 **Joint Commitment in Respect of Harassment**

The employer and Unifor are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

Where a bargaining unit member complains of harassment by a person other than another bargaining unit member, they shall bring such complaint to the attention of the employer and Unifor. The employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the employer’s response, they are entitled to file a grievance under the terms of this collective agreement.

22:03 **Harassment Policy in Respect of Unifor Members**

1. Policy

Harassment is a form of discrimination that is prohibited by the Ontario Human Rights Code and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The employer and Unifor do not tolerate any form of harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. What is Harassment?

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

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member 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, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

3. Responsibilities

In order to provide for and maintain an environment free of harassment, the employer and 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 the 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.

4. Procedure

The employer and Unifor are responsible for:

- advising a complainant when this policy applies;
- providing education regarding harassment;
- clarifying options available;
- identifying and assisting complainants in obtaining counseling;
- facilitating in the resolution process and;
- informing the complainant of their right 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 they have 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 to be 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 responsible for the conduct of harassment and 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 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, will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed 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.

The Employer and Unifor are committed to providing a positive environment for staff. The Employer, the Union and the employees recognize their obligations under Bill 168. All individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

22:04 Resident Abuse Not Tolerated

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 abuse. Where an employee is required to leave the work place 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 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. When an investigation exceeds ten (10) days an explanation of the delay will be provided to the Unit Chair or designate. 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.

ARTICLE 23—HEALTH AND SAFETY AND ENVIRONMENT

23:01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.

23:02 A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, and an equal number of employer representatives. Unifor will be entitled to one representative for every fifty (50) bargaining unit members in the facility, with a minimum of two (2) representatives.

23:03 At no time shall the number of company members be allowed to outnumber the amount of Union members.

23:04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a Union member, and the other shall be an employer member. The non-management members of the committee will elect the Union co-chair.

23:05 The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the committee may determine.

23:06 Without limiting the generality of the foregoing, the committee shall:

- i) ensure that inspections have been carried out at least once a month by the co-chairs or designate of the workplace and equipment;

- ii) make recommendations for the improvement of the health and safety of workers;
- iii) recommend to the employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers;
- iv) record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union;
- v) identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the employer or other persons or organizations (e.g. OWOSH, Workers' Health and Safety Centre) respecting the identification of hazardous and standards elsewhere;
- vi) Unifor representatives of the committee are entitled to meet for at least one (1) hour prior to the committee as may be necessary for preparation.

23:07 In the event of accident or injury, committee 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.

23:08 No employee shall operate any piece of equipment or perform duties until they have received orientation, education and/or instruction.

23:09 The committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the employer.

23:10 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour Inspector on an inspection tour of the workplace and speak confidentially with the inspector.

23:11 The employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible when the framework of applicable federal and provincial privacy legislation. The employer will advise of the proper procedures and proper precautions necessary to deal with such resident's conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

23:12 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 it is important for all employees to practice universal precautions in all

circumstances. The employer will ensure that all employees are aware of the requirement to practice universal precautions.

23:13 **National Day of Mourning**

a) **National Day of Mourning**

Each year on April 28 at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.

b) **December 6th-National Day of Remembrance and Action on Violence Against Women**

Each year on December 6th at 11:00 a.m., one minute of silence will be observed in memory of the murdered fourteen women in the Montreal Massacre.

23:14 **Protective Clothing and Equipment**

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).

23:15 **Locking and Machine Guarding**

The employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specified to their job.

23:16 Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the costs of such treatments are not covered by some other sources the cost will be borne by the employer.

If an employee does not take the recommended course of treatment, or fails to complete it, they shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course or treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the employer may direct or, failing that sick leave if the credits are available.

23:17 **Employment of Disabled Workers**

The Union acknowledges the duty of the employer to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this collective

agreement will be interpreted in such a way as to permit the employer to discharge that duty.

23:18 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 their regular rate of pay. Such employee shall be provided with transportation to their doctor's office or the hospital and to their home as indicated.

23:19 If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 24—TRANSFER OF WORK / SALE OF LICENSE

24:01 The parties agree that they will not close an existing nursing home and open another in an attempt to avoid the Union during the life of this agreement.

ARTICLE 25—NHRIPP

25:01 The Nursing Homes and Related Industries Pension Plan

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

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

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

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

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

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

25:02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

25:03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

25:04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

25:05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

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

(i) **To be Provided Once Only at Plan Commencement**

Date of Hire

Date of Birth

Date of first Remittance

Seniority List (for purposes of calculations past service credit).

(ii) **To be Provided with each Remittance**

Name

Social Insurance Number

Monthly remittance

Pensionable Earnings

(iii) **To be Provided Once, and if Status Changes**

Address as provided to the Home

Termination date when applicable

(iv) **To be Provided Once, if they are Readily Available**

Gender

Marital Status

ARTICLE 26—PAID EDUCATION LEAVE

26:01 The employer agrees to pay into a special fund \$250.00 per year for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on an annual basis into a Trust Fund established by Unifor National Union effective from April 21, 2007 and sent by the employer to the following address:

**Paid Education Leave Program
Unifor
115 Gordon Baker Road
Toronto ON M2H 0A8**

ARTICLE 27—DURATION AND TERMINATION

27:01 This agreement shall be in effect from November 1, 2021 until 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 outlined by the Ontario Labour Relations Act.

27:02 In the event that either party gives written notice to amend the agreement within one hundred and twenty (120) days prior to the 31st day of October, 2024 negotiations shall commence not later than fifteen (15) 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 at Zurich, Ontario this 19th day of July, 2023

BLUE WATER REST HOME

Greg Dvor
[Signature]

UNIFOR AND ITS LOCAL 2458

Marianne Ducharme
Suzanne Cuthbert
Pam Breun
Tracy Holmes
Jennifer Clabier

SCHEDULE “A”—WAGES

Classification	Start	750 hours	1500 hours	3000 hours	
Kitchen, Laundry & Housekeeping					
expired rates	18.91	19.76	20.39	21.42	
November 1, 2021	\$ 19.38	\$ 20.25	\$ 20.90	\$ 21.96	
November 1, 2022	\$ 19.96	\$ 20.86	\$ 21.53	\$ 22.62	
November 1, 2023	\$ 20.56	\$ 21.49	\$ 22.18	\$ 23.30	
Laundry Operator					
expired rates	19.88	20.75	21.39	22.36	
November 1, 2021	\$ 20.38	\$ 21.27	\$ 21.92	\$ 22.92	
November 1, 2022	\$ 20.99	\$ 21.91	\$ 22.58	\$ 23.61	
November 1, 2023	\$ 21.62	\$ 22.57	\$ 23.26	\$ 24.32	
Maintenance					
expired rates	20.03	20.99	21.58	22.55	
November 1, 2021	\$ 20.53	\$ 21.51	\$ 22.12	\$ 23.11	
November 1, 2022	\$ 21.15	\$ 22.16	\$ 22.78	\$ 23.80	
November 1, 2023	\$ 21.78	\$ 22.82	\$ 23.46	\$ 24.51	
R.P.N.					
expired rates	24.63	25.56	26.18	27.01	
November 1, 2021	\$ 25.25	\$ 26.20	\$ 26.83	\$ 27.69	
November 1, 2022	\$ 26.52	\$ 27.50	\$ 28.15	\$ 29.04	**50c added in before increase
November 1, 2023	\$ 27.32	\$ 28.33	\$ 28.99	\$ 29.91	
Nursing Aide					
expired rates	19.03	20	20.62	21.63	
November 1, 2021	\$ 19.51	\$ 20.50	\$ 21.14	\$ 22.17	
November 1, 2022	\$ 23.10	\$ 24.12	\$ 24.77	\$ 25.84	**\$3 added in after wage increase
November 1, 2023	\$ 23.70	\$ 24.75	\$ 25.42	\$ 26.53	**\$3 added in after wage increase
Therapy Services Coordinator					
expired rates	21.27	22.26	22.80	23.64	
November 1, 2021	\$ 21.80	\$ 22.82	\$ 23.37	\$ 24.23	
November 1, 2022	\$ 22.45	\$ 23.50	\$ 24.07	\$ 24.96	
November 1, 2023	\$ 23.12	\$ 24.21	\$ 24.79	\$ 25.71	
Cook					
expired rates	20.05	20.64	21.52	22.55	
November 1, 2021	\$ 20.55	\$ 21.16	\$ 22.06	\$ 23.11	
November 1, 2022	\$ 21.17	\$ 21.79	\$ 22.72	\$ 23.80	
November 1, 2023	\$ 21.81	\$ 22.44	\$ 23.40	\$ 24.51	
Activity/Volunteer Coordinator					
expired rates	21.27	22.26	22.80	23.64	
November 1, 2021	\$ 21.80	\$ 22.82	\$ 23.37	\$ 24.23	
November 1, 2022	\$ 22.45	\$ 23.50	\$ 24.07	\$ 24.96	
November 1, 2023	\$ 23.12	\$ 24.21	\$ 24.79	\$ 25.71	
Students					
expired rates	13.51	13.51	14.23	14.99	
November 1, 2021	\$ 13.85	\$ 13.85	\$ 14.59	\$ 15.36	
November 1, 2022	\$ 14.27	\$ 14.27	\$ 15.03	\$ 15.82	
November 1, 2023	\$ 14.70	\$ 14.70	\$ 15.48	\$ 16.29	

Year 12.5%
Year 23.0%
Year 33.0%

Retroactive to November 1, 2021

Retroactive payment to current employees within 60 days of ratification of this settlement. Persons who worked in the period from the start date of this collective agreement onwards, but who are no longer employed, will also be entitled to retroactive payment. The Employer will send a letter within three pay periods of the date of ratification to the last known address of each ex-employee entitled to retroactive payments, advising them of their right to retroactivity. Ex-employees who fail to claim their payments within the 60-day period shall be deemed to forfeit any claim for payment.

Effective Year 2:

- Add 50¢ to the RPN grid before the general wage increase
- Enshrine the \$3.00 PWE in the Nursing Aide wage rates after the general wage increases are added to the wage grids.

Pay Equity

The Employer and the Union agree to meet following ratification to discuss the obligations and responsibility (if any) of maintaining the pay equity plan for all the employees represented by the Union employed by the Employer.

SCHEDULE “B”—FULL-TIME & PART-TIME JOB DESCRIPTIONS

Housekeeping Duties Including Laundry & Linen Duties

1. Dust mop all the residents’ floors daily, empty garbage cans in residents’ rooms, office, washrooms, Tuck Shop, Craft Room, auditorium and nurses’ station daily.
2. Clean washrooms including toilets, scrub and disinfect floor, counter, toilet bowls, etc.
3. Dust off residents’ furniture, (e.g. dressers, pictures, etc.) clean dresser drawers and clothes closets and the furniture in the office.
4. Strip, scrub and wax all the floors when necessary, wet mop all the floors, operate floor polisher, polish floors.
5. Wash windows on the inside, clean screens, take down and hang curtains, wash and disinfect hand railing.
6. Change bedding in the new west wing weekly and make up beds; change towels and face cloths in the new west wing and old west wing and turn mattresses when requested by residents.
7. Move furniture when stripping, scrubbing, waxing or wet mopping floor.
8. Replace paper goods in all the washrooms, (e.g. paper towels, toilet tissue, etc.).
9. Wipe up spills or accidents in new / old west wing and dining room.

Additional Duties In Laundry

10. Folding linen and personal clothing, ironing personal clothing at residents’ request, sorting personal clothing and putting them on the cart.
11. Operate laundry equipment and follow laundry operator duties when emergency arises.

Kitchen Help Duties

1. Assist in preparing breakfast, making hot cereal, toast, coffee and tea, pouring milk and juice under the direction of the cook.
2. Setting up hot wagon, including table and silverware, milk, coffee and tea under the direction of the cook.
3. Aid in serving breakfast, dinner and supper.
4. Aid in preparing breakfast, dinner and supper.
5. Check bibs and replacing dirty ones with clean ones.
6. Clearing dishes after meals, washing dishes by hand in sink and/or operating dishwasher, dry silverware or any other instruments which have to be dried by hand.

7. Putting clean dishes, pots and pans or any other instruments in their proper place.
8. Cleaning off dining room and staff dining room tables after each meal, including chairs.
9. Cleaning off dining room and staff dining room tables after each meal, also dust mopping large dining room and staff dining room floor daily.
10. Set up tables for next meal, arranging placemats, napkins, silverware, water, juice, etc.
11. Wet mop and scrub kitchen floor at the end of the last shift or during the day when necessary; also sweep kitchen floor when necessary.
12. Cleaning refrigerators, freezers and cold room (e.g. shelves, etc.) in kitchen and main dining room.
13. Cleaning steam table, stove, counters, etc.
14. Aid in preparing afternoon drinks for residents.
15. Pick up food or any other supplies needed from the trunk room to prepare the next meal under the direction of the cook.
16. Pick up supplies needed from the trunk room to maintain the dishwasher properly.
17. Check sugar, salt, pepper, ketchup and mustard containers for cleanliness and fill when necessary.
18. Transport hot wagon to and from small kitchen in each wing.
19. Aid in storing food.
20. Treat grease traps with chemicals at the end of the last shift under the direction of maintenance man.

Dietary Cook's Duties

1. Write menu on dining room sheet daily/weekly.
2. Perform the actual cooking of all foods and assure that they are the same as to quality and quantity in preparation.
3. Assist the Cook Supervisor in menu planning.
4. Supervise and assist in delivery of food to the residents.
5. Be responsible for the cleaning of all areas of the kitchen, including stoves, ovens, steamer, work tables, sinks, serving area, microwave, refrigeration and freezers.
6. Be responsible for the storage of all raw and cooked foods in their proper storage areas, including those that require refrigeration and freezing.

7. Do necessary baking for the residents.
8. Be responsible for clean bibs for the residents in the main dining room.
9. Any jobs left undone in the Dietary Department.

Registered Practical Nurses & Nurses' Aid Duties

1. Respond to resident needs under the direction of the Registered Nurse.
2. Provide sponge bed bath for residents and assist in tub bath or showers on request or showers for ambulatory residents.
3. Give adequate grooming, including hair combing, shaving, mouth washing, shampoos and assistance in cleaning teeth and dentures.
4. Give back massages, change bed linens, remove and discard soiled linen and make up beds, service bedpans to residents, collect urine and fecal specimens.
5. Clean beds and disinfect, clean bed railings on requirement.
6. Respond to resident call system.
7. Wipe furniture in residents' room after removing wash basin, hang residents' clothes up in their closets and marking residents' clothes.
8. Setting up trays, serving food to trays, aid in the distribution of meals to residents, aid in the feeding of residents, bring trays back to the hot wagon or kitchen.
9. Assist residents in walking, wheel residents outside onto the ground in the wheelchair for fresh air or transport them to other rooms as necessary, including clothing or any other personal belongings.
10. Provide necessary supplies to residents, including soap, toilet tissue, towels, washcloths, and the like.
11. Sterilizing bedpans, urinals and tooth cups, maintain linen closet, maintain small kitchen, checking boiler room on evening and night rounds.
12. Accompanying residents on bus rides when needed (an attempt will be made to schedule trips).
13. Set up beds in an emergency.
14. Wipe up spills or accidents by residents in east / north wing.
15. Sweeping small dining rooms after meals.
16. Preparing light lunches at bedtimes for residents and serving coffee / tea to residents in the evening in the small dining room and auditorium.
17. Emptying garbage cans in bathrooms, disposal of diapers /incontinent pads.

18. Taking dirty linen to laundry, rinsing dirty linen before putting it in the laundry.
19. Bring residents to large dining room for meals and to the auditorium for entertainment.
20. Taking residents to bathroom and changing clothes when necessary.
21. Taking drinks around to residents.
22. Taking clean linen from the linen room.
23. Taking clean personal clothing from the laundry to the wings.
24. Defrosting refrigerator in Doctor's room.
25. Wrapping gauze squares, etc. for autoclaving.
26. Doing small mending jobs (e.g. buttons) on residents' clothes.
27. Remove and pack residents' clothing or any other belongings when discharged or expired.
28. Operating the large washing machines and dryers during the night shift 12:00 midnight to 8:00 a.m. as per instruction.
29. Sign resident care plan.

RPN Duties Only

30. Charting medication, charting when necessary any changes in residents' chart and charting to the residents' care plan.
31. Giving out medication that has been poured by RN; administering insulin poured by RN.
32. When in charge; notifying the Doctor, calling an ambulance, notifying families in an emergency, notifying Administrator in an emergency, calling coroner.
33. Doing any treatments, dressings where necessary, bathing residents.
34. Autoclaving syringes, dressing packs, etc.
35. When in charge-Writing up and giving report to the next shift.
36. Giving out medication that has been poured by RPN; administering insulin poured by RPN which may be double checked by RN at RN'S request.

Maintenance Duties

1. Change light bulbs and clean shades.
2. Do small repairs to building and equipment.
3. Maintain grounds (grass, flowers, snow removal, etc.) including equipment.

4. Wash outside windows.
5. Help unload and store food and other supplies in storage or cold room.
6. Operate laundry equipment and follow laundry operators duties when emergency arises.
7. Operate floor polisher when emergency arises.
8. Maintain heating system and keep it in good operating condition (clean and exchange filter on the first Monday of each month).
9. Maintain air circulation system and keep it in good working order (clean and exchange filters on the first Monday of each month).
10. Drive the home bus and maintain it.
11. Defrost and clean freezers.
12. Maintain kitchen equipment.
13. Maintain septic tank system.
14. Maintain equipment in laundry.
15. Maintain hot and cold water system.
16. Maintain fly sprayer and deodorizer system.
17. Wash inside walls.
18. Delime steamer every Wednesday morning.
19. Tub bath male residents east/north wing Thursdays and new/old west wing on Fridays of each week.

Laundry Operator's Duties

1. Operate small automatic machines.
2. Operate large washing machines as per instruction.
3. Operate washing machine with extractor as per instruction.
4. Operate driers.
5. Pick up dirty laundry and return clean laundry to linen room.
6. Sorting dirty laundry and presoaking same when necessary.
7. Help fold clean linen, sort resident clothing and put on cart.
8. Clean drier vents daily.

Activities/Volunteer Coordinator

Responsible for assisting residents in their own leisure activities, and coordinating activities provided by auxiliary, community groups and individual volunteers

1. Meeting new residents and assessing their interests and abilities relevant to leisure activities.
2. Reviewing residents' need on an ongoing basis and evaluating how well the program is meeting those needs.
3. Providing a calendar of leisure events which over a period of time offers a variety of activities of interest to each individual resident.
4. Assisting in facilitating the efforts of the Residents' Council.
5. Attending care conference for residents and/or prepared with completed assessments.
6. Observing and reporting any resident problems which come to their attention to the Director of Care and documenting observations on the multi-disciplinary notes as necessary.
7. Participating in In-Service Programs as requested.
8. Purchasing of supplies and equipment as required throughout the year based on the annual budget.
9. Assisting in the preparation of the annual budget.
10. Maintaining records and writing reports as required by the Supervisor.
11. Reporting regularly to the Director of Care regarding all aspects of the program.
12. Maintaining a spirit of cooperation with other departments in the implementation of this program.
13.
 - a) Responsible for recruitment, screening, orientation and training of volunteers for related programs in the facility.
 - b) Responsible for maintaining up to date, ongoing records of volunteer activities.
 - c) Responsible for keeping volunteers informed of program changes, additions, resident concerns, and general facility information.
 - d) Responsible for setting up, running and evaluating volunteer meetings.
 - e) Responsible for keeping Volunteer Manual current.
 - f) Responsible for Volunteer Recognition.
 - g) Responsible for providing volunteers with necessary equipment and information for successful programming.
14. Related duties as required.

Therapy Services Coordinator Duties

The Therapy Services Coordinator is responsible to the Director of Nursing, or RN in charge, to assist residents to achieve optimum physical, mental and social functioning by providing varied adapted and individualized programs as directed.

1. Organize reality board.
2. Assist residents with ADL skills.
3. Carry meal trays, if time permits.
4. Assist residents with feeding.
5. Assist residents on a one to one basis with:
 - a) walking - cane, walker, parallel bars;
 - b) restorator;
 - c) arm pulleys;
 - d) exercise bed with slings and springs;
 - e) passive assisted and active assisted ROM;
 - f) resisted weight exercises.
6. Receive instructions signed by Medical Director as to expected goals and type of program to be developed for individual residents.
7. Carry out instructions of professional therapists - physiotherapists, occupational and speech, following their assessment and treatment of a resident by medical referral.
8. Provide group activities - reminiscing, inspirational, fun and fitness, newspaper reading, singing, ROS, horticulture, etc.
9. Provide large print library books and talking cassette books for individual residents.
10. Letter writing and reading on a one to one basis, if time permits.
11. Maintain records and progress notes of residents.
12. Assist or select in the organizing of residents for bus trips and other outings.
13. Preparation and administration of drugs and dressings in emergency.
14. Participate in care team meetings e.g. goals, programs, special problems and resident response.
15. Clean floor if resident in their care has an accident due to bowel or bladder incontinence.

16. Planning and preparing for upcoming group sessions.
17. Charting of all residents that participate in activities, exercises, etc.
18. Supervision of volunteer help who becomes involved in therapy activities.
19. Supervision of students who are involved in Co-op programs from Secondary Schools or other school oriented programs e.g. Buddy Program.
20. Planning and scheduling Ministers for weekly Chapel Service.
21. Post monthly activities schedule.

LETTER OF UNDERSTANDING #1—BENEFITS

Notwithstanding the changes in the Memorandum of Settlement dated February 7, 2005, the parties agree the following part-time employees will continue on the EHC, Dental and Vision plans at a premium share of 75% employer paid:

Lisa Miller

Brenda Sheppard

Employees shall be responsible for the full payment (employer and employee share) of health benefits (EHC, Vision and Dental) three (3) months after all sick leave credits have been exhausted. Employees will have the option of suspending participation in the benefit plans but will be required to adhere to the re-entry provisions required by the insurer.

LETTER OF UNDERSTANDING #2

Intentionally left blank

LETTER OF UNDERSTANDING #3—WOMEN'S ADVOCATE

The Employer will provide unpaid leave to one (1) employee per home to participate in Unifor Women's Advocate training. However, any expenses to be assumed by the union directly and/or through the Paid Education Leave Program.

LETTER OF UNDERSTANDING #4—CMI REVIEW

The Employer agrees to meet with the Union as part of the Labour/Management process to:

- i) Review what the CMI and CMM are, and the potential tremendous impact of these factors on staffing level; and
- ii) Review the importance of charting and charting results on the CMI and CMM; and
- iii) Review the annual CMI results and to discuss the implications (if any) of a changed CMI; and
- iv) Identify and propose alternative to any actions that the Home may be planning.

It is understood and agreed that nothing in this letter is intended to inhibit any action the Employer may take consistent with the provisions of the Collective Agreement.

It is further understood and agreed, however, that any agreement the parties reach pursuant to this letter, will supersede the provisions of the Collective Agreement.

LETTER OF UNDERSTANDING #5—ABUSE

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff are to be treated with dignity and respect. Abuse or threatening behaviour shall include, but not be limited to the following:

- Physical abuse
- Psychological abuse
- Emotional abuse
- Sexual abuse

In order to provide and maintain an environment free of abuse/threatening behaviour all residents, family members, volunteers and persons having practicing privileges shall be informed that abuse/threatening behaviour towards staff will not be tolerated.

There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith.

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify his/her immediate supervisor who will assess the situation and give further direction. It is agreed that no employee will be obligated to work with the resident one-on-one until a satisfactory resolution between the parties has been reached. In the event that a resident continues with the harassment following the above procedure, the staff member shall be given the opportunity to transfer to a different work area, or be assigned a different resident.

The multi-disciplinary team, which may include the employee that was involved in the incident, will do a full assessment of the situation. In the event that the resident knowingly and willingly continues the abusive behaviour, it will be documented and the Employer will suggest the resident shall be referred to an appropriate facility.

LETTER OF UNDERSTANDING #6—VIOLENCE AGAINST WOMEN

The parties hereby recognize and share the concern that women uniquely 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.

LETTER OF UNDERSTANDING #7—RETURN TO WORK PROGRAM AND WORK REINTEGRATION

The employee acknowledges their obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Work Reintegration programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.

The Employer will review with the Union at the Labour Management Committee meeting its Early and Safe Return to Work and Work Reintegration programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Work Reintegration programs 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.

LETTER OF UNDERSTANDING #8—ADVANCE OF PENDING ILLNESS CLAIMS

- a) In the event that an employee who is unable attend work as a result of an illness and properly applies for EI and there is a delay in the employee receiving an EI cheque because of an administrative error by the employer or a delay by EI in processing the claim, the employer will, upon request of the employee, advance to the employee an amount equal to that owed by EI. The delay referred to herein does not include the normal waiting period.
- b) The maximum that the employer will advance will be four (4) weeks.
- c) Upon eventual receipt of the EI cheques the employee will sign the cheque over, or pay amount owed, to the employer. In the event the employee fails to comply with this section the employer has the right to seek other remedies including recovering the amount from any other monies it may owe to the employee including vacation pay.

LETTER OF UNDERSTANDING #9—TRAINING ISSUES

The parties agree that training benefits both the employer and the employees. The parties agree to discuss at the first labour/management meeting after ratification (but not later than 120 days after ratification) the issue of training. The parties agree to discuss and in good faith try to resolve issues such as:

- Process issues

- Strategies for delivering training
- Discipline issues related to training
- Processes on how to complete training and completing job duties
- Relief issues
- Streamlining the education
- The amount of education

Each Home may have unique issues and it is agreed that the above suggested topics may not apply or other issues not listed may be discussed by the parties.

LETTER OF UNDERSTANDING #10—LIABILITY INSURANCE

Should an employee, who is a health professional under the Regulated Health Professions Act, be required to provide their regulatory college with proof of the employer's liability insurance, the employer, upon request from the employee, will provide the employee with a letter outlining the Home's liability coverage for health professionals in the Home's employ.

It is understood and agreed that the provision of the above noted letter in no way obligates the employer to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable LTC legislation or regulation.

LETTER OF UNDERSTANDING #12—NEW HIRE SENIORITY

All employees hired on the same day will enter a lottery to determine sequence of seniority. The lottery will be conducted by Unifor Committeeperson(s) upon hire.

LETTER OF UNDERSTANDING #13—PART TIME SHIFT GIVEAWAYS

- Shift giveaways are limited to a maximum of six (6) per calendar year, to a maximum of one (1) consecutive shift at a time;
- Employees giving shifts away must find their own replacement and receive written approval in advance;
- The shift giveaway does not result in any premium (overtime) payment;
- Shift giveaways are not permitted on weekend shifts, during Christmas/New Year Holiday period and confirmed outbreaks;
- The Employer will consider such requests based on operational requirements. Such requests shall not be unreasonably denied, and if there is an unfilled shift on the same day.

LETTER OF UNDERSTANDING #14—WORKING SHORT

In the most recent round of negotiations the parties had discussions regarding the “working short” issue in the long term care sector. It was generally recognized by the parties that “working short” is characterized by an area of the nursing home that is working with fewer than the originally scheduled number of employees.

Both parties understand the problems “working short” creates, whether it is operational or the additional work load it can demand from staff. All parties agree to work cooperatively towards ways to address the problem.

All discussions and solutions must be conducted in good faith and on a without prejudice basis. The parties feel that “working short” must be dealt with at both the provincial level of additional funding, and also at the local home level. It is agreed the parties at each home may consider solutions which may help to deal with the problem.

Some of these ideas are listed below but are not at all considered fully comprehensive, and other ideas may be considered:

1. Review the staffing complement (FT, PT and Casual staff mix).
2. Consider alternative scheduling procedures
3. Review the collective agreement in a good faith attempt to see if there are barriers creating the “working short” issue. If there are any changes to the collective agreement agreed to by the local workplace committee they must be approved by the local and national union and the Employer corporate representatives.
4. Full disclosure on any policies which may create working short.
5. Review of reasons for short notice absences.
6. Review of call-in and replacement procedures being used at the Home.
7. Review of policies/practices for approving time off and schedule changes.
8. Develop job routines or protocols to use when working short.
9. Communicate with all employees, including supervisory staff, on the proper procedures when there is a working short situation.

This letter is agreed to solely for the purpose of proactively attempting to deal with the “working short” problem. Therefore the parties are agreed that it does not bind either party and is therefore not a grievable article of the collective agreement.

**LETTER OF UNDERSTANDING #15—CLARIFICATION FOR SHIFT DISTRIBUTION
IN ARTICLE 14**

DEPARTMENTAL / CLASSIFICATION BREAKDOWN	
Departments	Classifications
Nursing	PSW / Nursing Aide RPNs
Activation	Therapy Services Activity/Volunteer Coordinator
Dietary	Cook Kitchen Aide
Environmental Services	Laundry Operator Laundry Aide Housekeeping Aide Maintenance

Students fall under the classification in which they were hired into.

LETTER OF UNDERSTANDING #16—HEALTH AND SAFETY/MENTAL HEALTH

The parties agree that a psychologically healthy work environment is a desirable objective for both the Home and its employees.

The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace.

This will be a standing discussion item on the Joint Health and Safety Committee agenda.

LETTER OF UNDERSTANDING #17—RACIAL JUSTICE ADVOCATE

The parties are committed to promoting workplace diversity and inclusion, including but not limited to persons who identify as member/s of the Black, Indigenous, or racialized community. The Union will identify an advocate to address issues facing the Black, Indigenous, or racialized community. Given the unique circumstance at Blue Water Rest Home where there is a full complement of union representatives, the Racial Justice Advocate is not considered a Union Committeeperson as provided for in Article 5.

The advocate will provide support for the employees at the workplace and assist with concerns such as racial discrimination and/or racial violence.

The Employer will recognize an employee who is elected by the Union as an advocate and should this advocate require unpaid time off, such requests for time off shall not be unreasonably denied. A racial justice Advocate is an individual who identifies as a member of the black, indigenous or racialized community.

DATED at Zurich, Ontario this 19th day of July, 2023

BLUE WATER REST HOME

Angie Dwan
Michelle Rod

UNIFOR AND ITS LOCAL 2458

Marianne Duclane
Suzanne Carter
Pam Brennan
Tracey Holmes

Jennifer Clabier