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COLLECTIVE AGREEMENT

BETWEEN

**BRAEMAR RETIREMENT CENTRE
(NURSING HOME)**

AND

UNIFOR AND ITS LOCAL 2458

EXPIRY DATE: October 31, 2024

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Between:

**BRAEMAR RETIREMENT CENTRE NURSING HOME
(hereinafter called "the Employer")**

- and -

UNIFOR AND ITS LOCAL 2458

**AND WHEREAS the Parties hereto have agreed to enter into a
Collective Bargaining Agreement upon the terms hereinafter set forth;**

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees of the Braemar Retirement Centre Nursing Home at Wingham, Ontario, save and except supervisors, persons above the rank of supervisor, registered nurses, office staff, physiotherapists, occupational therapists, and activities director.
- 2.02 The term "employee" shall refer to all employees within the bargaining unit, as described in Article 2.01 of this Agreement.
- 2.03 The term "full-time employee" shall mean employees who regularly and recurrently work sixty-six (66) hours bi-weekly.
- 2.04 The term "part-time employee" shall refer to all employees who regularly and recurrently work less than sixty-six (66) hours bi-weekly.
- 2.05 The Employer may fill with a temporary employee any non-posted vacancy. The term "temporary employee" refers to all employees employed for a specific time period, or purpose, e.g.; for summer relief, for duration of a pregnancy and/or parental leave or a leave of absence but not to exceed a period of six (6) months

without the consent of the Parties. The terms of this Agreement will apply to the temporary employee for the duration of the specific time period or purpose; however, if a temporary employee is retained in employment continuously thereafter, all seniority and other benefits accumulated as a temporary employee shall be credited to such employee and transferred to the new employee status.

2.06 The term "probationary employee" shall refer to any employees who have not yet completed their probationary period as per Article 11 of this Agreement.

2.07 The words "bi-weekly period" shall mean the two calendar weeks constituting a pay period.

2.08 The parties agree that the "Student" definition is:

- i) A student who is enrolled in secondary education and is employed to work after school, on weekends, or during school vacation periods i.e. summer, Christmas Break and March Break;
- ii) Such students will be paid the minimum wage as set out by the Ministry of Labour from time to time and will not be scheduled or called in unless regular part-time employees have declined the hours;
- iii) Will be dues paying members following the completion of their probationary period as per the part-time dues structure;
- iv) Will be subject to all provisions of the collective agreement with the exception of in lieu of benefits pay.
- v) If any students are scheduled for shifts other than during their school vacation periods, they will be placed as part time employees and paid in accordance with Schedule "A" and receive all compensation payable to a part time employee. All seniority accrued will be reflected on the seniority list upon date of hire.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that, subject to the express provisions of this Agreement, it is the exclusive function of the Employer to operate and manage its business in all respects and without limiting the generality of the foregoing:

- a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the Residents in the Nursing Home;
- b) To maintain order, discipline and efficiency;
- c) To direct the working force, including the right to hire, rehire, transfer, promote, demote, classify, layoff, recall, suspend, schedule work, assign work, discipline and discharge, providing that an allegation by an employee

who has completed the probationary period that they have been unjustly dealt with may be subject to the grievance and arbitration procedures as hereinafter provided;

- d) To establish, and, generally enforce, rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent with this Collective Agreement, and;
- e) To determine the kinds and locations of machines and equipment to be used and all other matters concerning the operations of the Employer not otherwise specifically dealt with elsewhere in this Agreement, provided that such determinations are not inconsistent with the Collective Agreement.

3.02 Without restrictions or limiting the generality of the foregoing, the Employer retains all rights and responsibilities of Management not specifically relinquished or modified by this Agreement.

ARTICLE 4 – UNION SECURITY INCLUDING WORK OF THE BARGAINING UNIT AND CONTRACTING OUT

4.01 The Employer agrees that it will deduct union dues bi-weekly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in accordance with the provisions of the Constitution of Unifor, in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted the following month 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:

Unifor Local 2458
3400 Somme Avenue
Windsor, Ontario N8W 1V4
Attn: Secretary-Treasurer

A list of employees for and on whose behalf such deductions have been made shall also be forwarded to Unifor at the same address and at the same time.

The Employer shall provide the total of deductions made by each employee, together with a list of those whom deductions are made, along with a list of those whom no deduction was made as a result of some form of absence where the union dues cannot be deducted by the employer, and weekly indemnity. This information will be provided to the union electronically, in addition to the printed format to the Local Union.

4.02 The Employer agrees to acquaint new employees with the fact that a Collect 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 thirty (30) days 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.

- 4.03 The Employer agrees to indicate the amount of initiation fees, assessments and Union dues deducted during each calendar year of the employee's T-4 slip.
- 4.04 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.
- 4.05 The Employer agrees that in normal circumstances no employee of the Employer excluded from the bargaining unit under Section 2.01 shall perform the work usually performed by an employee within the bargaining unit, except for the purpose of instruction, experimentation, or in the event of an emergency situation.
- 4.06 The Employer agrees that there shall be no contracting out of services beyond what is presently contracted out.
- 4.07 The Union will not engage in Union activities on the premises of the Employer during working hours or hold meetings at any time on the premises of the Employer without the permission of the Administrator.
- 4.08 The Employer undertakes that it will not enter into any other Agreement or Contract with employees, for whom the Union has bargaining rights, either individually or collectively which will conflict with the provisions of this Agreement.
- 4.09 The Employer will provide to the Union Chairperson and the National Union on a quarterly basis a listing of the employee's names, addresses, & phone numbers of all employees in electronic format, including all new hires, the names of employees who have been terminated, and those who have resigned.
- 4.10 The Employer will provide the Union with current bargaining unit job descriptions.
- 4.11 So long as a full-time position exists there will be no splitting of that position into two or more part time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

- 4.12 The parties shall identify the number of working supervisors in each facility, as of December 31, 2000. The Employer agrees that it will not increase the number of working supervisors or the number of bargaining unit shifts the current working supervisors are regularly performing during the life of this Agreement.
- 4.13 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 5 – NO DISCRIMINATION

- 5.01 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.

The Employer and Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practice 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 practice 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.

5.02 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 Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee Person is not present, the Union Committee person 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 6 – NO STRIKES OR LOCKOUTS

- 6.01 The Employer shall not cause or direct any lockout of its employees and the Union shall not cause, and direct or consent to any strike or other collective action by its members which will stop, curtail or interfere with the operation of the Home. "Strike" and "lockout" shall bear the meaning given them in *The Labour Relations Act*, R.S.O., c232 as amended.

ARTICLE 7 – UNION REPRESENTATIVES AND COMMITTEES

- 7.01 The Employer will recognize three (3) Union Committee persons, one from each of the following departments; Nursing, Dietary, Housekeeping, and Laundry. An additional member shall be elected by the members to the Unit Chairperson. This body shall also constitute the Grievance Committee. The Employer shall be advised of the names of the Committee persons and shall be notified of any changes as they occur. All Committee persons shall be regular employees of the Home. The Union will determine selections of Committee persons.
- 7.02 The Union committee will meet with the Employer on a regular basis as is mutually agreed upon to discuss and resolve any grievances and other matters that either party may raise. Such meetings will occur on the Employer's premises and during the day shift during regular scheduled working hours. Either party may request a meeting, which shall be held within five (5) calendar days of the request.
- 7.03 The Union Committee shall have the right at any time to have assistance of representatives of Unifor. Normally such representatives shall have access to the Employer's premises.
- 7.04 The Employer agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during their term of office, as long as they are qualified to perform any available bargaining unit work.
- 7.05 (a) The parties recognize the value of regular meetings where the parties can discuss matters of concern and mutual interest. For this purpose, the parties agree to create a Labour/Management Committee.

The Committee shall consist of two (2) employees from Management and two (2) employees from the Union Committee. Both parties can invite a third party to join in the discussions with the intent of helping to resolve a particular issue. The Committee is to meet on a quarterly basis or as

requested by either party. Such request shall be made in writing accompanied by an Agenda. The parties are to mutually agree on a date but such date should be no later than two (2) weeks from the request.

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

- (b) 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.

- (c) 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 she/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.

- 7.06 Where a Home is participating in a Master Bargaining Process, and a Union Committee Person 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.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 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:

- 8.02 **Complaint**

Any employee having a complaint shall first take the matter up with their Supervisor when the employee became aware of the issue giving rise to the 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 the Union Committee.

- Step 1**

The Union Committee will then submit the grievance in writing to the Administrator, or designate within five (5) calendar days of the response. The Administrator shall

respond to the grievance in writing to the Union Committee within five (5) calendar days of receipt.

Step 2

If the 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. 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 below within ten (10) calendar days of the receipt of the Employer's response. The Union Chairperson will be provided with a reasonable time in advance of any Step 2 grievance meeting in order that they may prepare for such meeting.

8.03 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 policy grievance. Such grievances shall be filed in writing at Step 1 within ten (10) calendar days of becoming aware of the issue giving rise to the complaint.

It is understood that the Employer may file a Policy grievance with the Union under this clause.

8.04 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 grievance is filed by the employee within five (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.

8.05 Time limits fixed in the grievance procedure may be extended only by mutual consent of the parties.

8.06 Right to Have a Steward/Union Committee Member Present

An employee subject to formal disciplinary action which is to be recorded in the employee's personnel file shall have a Union Committee Member present at the time such discipline is given. The employee, and the Union Committee member shall be informed in advance that the meeting is to be disciplinary in nature, and the Committee member can be involved.

8.07 Clearing of the Record

Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once

twelve (12) months have elapsed since the date of the last formal disciplinary action on the file.

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 until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

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

The Employer agrees that no employee will be discharged, disciplined or otherwise discriminated against for advocating in the interests of the home's residents, or for reporting or publicizing any alleged deficiencies in resident care and quality standards. It is understood that an employee should first bring such deficiencies to the Employer's attention through their immediate Supervisor, labour-Management Committee or other workplace forums, and allow the Employer a reasonable opportunity to remedy any problems.

8.08 Benefit Grievance Resolution

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

- (a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance may be referred by either party to a single arbitrator, within ten (10) calendar days, to be selected alternately from the list of arbitrators hereinafter provided.
- (d) The arbitrator shall, in their discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in their opinion appropriate.
- (e) The arbitrator may in their discretion attempt to assist the parties in settling the dispute.

- (f) The arbitrator for this process shall be Wes Rayner.
- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) Subject to Article 8.09 and 8.10 below, it is the responsibility of the Employer to obtain insurance, which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or a right of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party a grievance raises an issue, which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties the grievance shall be transferred to the ordinary grievance/arbitration process.

8.09 The Employer shall not, under any circumstances become self-insured on long term disability (LTD) benefits.

8.10 In the event there is any dispute related to an employee's entitlement to LTD benefits, the matter will not be subject to the grievance/arbitration process.

8.11 Grievance Mediation

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 9 – ARBITRATION

- 9.01 The parties shall use a single arbitrator to decide unresolved grievances between them selected from the list below:

Wes Rayner	David Starkman
Randy Levinson	Chris White
Ted Crljenca	John McNamee
Jules Bloch	Peter Chauvin
Laura Trachuk	

The parties may add to the list by mutual agreement.

- 9.02 The cost of the arbitrator shall be shared equally by the Employer and the Union.
- 9.03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.
- 9.04 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.

- 9.05 Time limits fixed in the arbitration procedure may be extended only by mutual consent of the parties.

ARTICLE 10 – HEALTH AND SAFETY

- 10.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 10.02 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 bargaining unit members in the facility, with a minimum of two (2) representatives.
- 10.03 At no time shall the number of company members be allowed to outnumber the amount of union members.
- 10.04 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.
- 10.05 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.
- 10.06 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 work place 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 hazards 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.
- 10.07 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.
- 10.08 No employee shall operate any piece of equipment or perform duties until they have received orientation, education and/or instruction.
- 10.09 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 workday 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.
- 10.10 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.
- 10.11 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within 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 residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.
- 10.12 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.
- 10.13 **National Day of Mourning**
- (a) 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-Take Back the Night one minute of silence. (Montreal Massacre)
- 10.14 **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, and the Employer implements such

recommendation, employees are obligated to comply with such recommendation(s).

10.15 Lockouts 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 specific to their job.

10.16 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.

10.17 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.

10.18 Outbreak

- (a) Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatment is not covered by some other source, the cost will be borne by the Employer.
- (b) 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.
- (c) An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave or vacation if the credits are available. If the employee has no sick time they may use vacation entitlement subject to the following paragraph.
- (d) Accrued sick time must be used prior to using vacation entitlement. In the event that an employee uses vacation, such vacation will be granted in increments of one (1) day. These single vacation days will not be considered as single days as set out in Article 15.04. The employee shall be required to contact the Administrator of the facility, or their designate, on a daily basis to confirm that vacation will be granted for that day. Employees on vacation must be available to work each day if required by the Employer.

- (e) Where it is permitted by the Medical Officer of Health, or designate, and where it is otherwise possible, and employee who cannot work due to not taking the recommended course of treatment may be reassigned to work in another area of the home until the outbreak is declared over.
- (f) In the case of employees who work at more than one health care facility, and an outbreak occurs in one of the facilities with the result being the medical officer of health or designate limits the employee to working at one facility only, the Employer will attempt to offer the employee call-in hours, being respectful of the agreed to call-in procedures.

10.19 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 a 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 Occupational Health and Safety Committee agenda.

- 10.20 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 11– SENIORITY INCLUDING PROBATIONARY PERIOD

- 11.01 Newly hired employees shall serve as probationary employees until they have successfully completed a probationary period of four hundred and fifty (450) hours worked or twelve (12) months, whichever occurs first. When they have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall accrue from the date of last hire. The release of a probationary employee will not be subject to the grievance procedure.

- 11.02 Seniority is defined as the length of service in the bargaining unit since the date of last hire.

There shall be two (2) types of seniority:

- 1) Home-wide seniority, which shall be considered insofar as entitlement to vacations are concerned, and as regards to layoff and recall (subject to Article 11.03).

- 2) Classification seniority: Separate seniority lists shall be maintained for the following seven (7) classifications:

1. Registered Practical Nurses
2. Health Care Aide/Nurse Aide/PSW
3. Cooks
4. Dietary Aides
5. Housekeeping/Laundry Aide
6. Recreation Aide
7. RSA

which shall be considered for job postings, vacation selection and part-time scheduling.

- 3) Where an employee works in a posted position, whether it is a temporary position greater than four (4) weeks, or permanent, in more than one (1) classification listed above, their seniority shall be allocated appropriately in each of the classifications. This shall only apply to the part-time.

11.03 Up-to-date seniority lists together with respective sick leave credits for the above classifications, will be forwarded to the Committee Chairman with a copy to the Union office on January 15th and July 15th of each year and shall be posted on the same date. A separate seniority list shall be maintained for the full-time staff and the part-time staff. The list will be open for correction on proof of error for a period of thirty (30) days after the posting; the list as corrected at the end of thirty (30) days shall be considered accurate until the next posting. If an error does occur which is not corrected within thirty (30) days after posting and it is brought to the attention of the Administrator or Assistant Administrator, the Administrator or Assistant Administrator shall post the error and the correction and if no objections thereto are received within a period of thirty (30) days after posting the seniority list shall be so corrected; if objections are received from any affected employee then the original listing as posted shall prevail until the next regular posting.

11.04 Employees will continue to accrue seniority on the basis of the number of calendar months or years of service since the last date of hire except for wage progression as outlined under Article 24.05 subject to Sections 11.06 and 11.07. For the purposes of progression, one (1) year shall be 1500 hours paid for full-time employees and 1500 hours worked for part-time employees. Hours paid to part-time employees in relation to holidays shall be deemed hours worked for the purposes of this Article.

11.05 **Loss of Seniority**

An employee shall lose all seniority and their employment shall be deemed to be terminated if they:

- (a) voluntarily resigns, retires or is discharged for just cause and is not subsequently reinstated through the grievance procedure; or
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without a reasonable explanation for three (3) or more consecutive days for which they are scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of layoff; or
- (e) is absent from work for more than twenty-four (24) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (f) fails upon being notified of a recall to a position of the same employment status held prior to the layoff to signify their intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer and fails to return to work within ten (10) working days after being notified, unless satisfactory reason is given; or
- (g) an employee uses a leave of absence for other than it was intended.

Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

An employee who has been granted a leave of absence of any kind and who overstay their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice.

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

11.06 Seniority will be retained and accumulate under the following conditions:

- a) Approved leave of absence with pay;

- b) Approved leave of absence without pay not in excess of twenty (20) regularly scheduled shifts or four (4) weeks in a calendar year, whichever is shorter;
- c) When absent on account of illness or injury for up to twenty-four (24) months;
- d) When in receipt of Workers' Compensation (for up to twenty-four (24) months as a result of injury or illness incurred while in the employment of the Employer.

11.07 Seniority will be retained but will not accumulate under the following conditions:

- a) Approved leave of absence without pay in excess of twenty (20) regularly scheduled shifts or four (4) weeks in a calendar year, whichever is shorter;
- b) When laid off due to reduction in the staff for a period of up to twenty-four (24) calendar months

11.08 **Transfers**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of thirty (30) calendar days. If an employee returns to the bargaining unit, they shall be placed in their former job. Such return shall not result in the layoff or bumping of an employee holding greater departmental seniority. This clause will not apply to temporary transfers.

11.09 **Transfer to Full-time Employment**

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when they are reclassified from full-time employment to part-time employment and from part-time employment to full-time employment.

11.10 **Transfer from One Classification to Another**

If an employee is permanently transferred from one classification to another, they shall retain the seniority previously acquired in that classification but shall not continue to accumulate seniority in the classification from which they were transferred. If they should be laid off from the classification to which they have been transferred, they shall have the right to return to a job in their former classification to which their classification seniority there and their qualifications would entitle them.

11.11 If an employee is transferred by the Employer to a lower rated classification they shall be advised of the reasons for the transfer in writing and such transfer shall

be subject to the grievance procedure. The employee shall receive in the new classification the next rate below the employee's present wage rate and shall progress within the scale for such lower rated classification according to their home-wide seniority.

- 11.12 (a) Nurse Aides will be given preference based on their seniority to bid on the shifts available in their classification. If the shifts cannot be filled, the available hours will then be offered first to RPN's, then to Activation Aides and then home wide with preference being given on the basis of seniority.
- (b) Activation will be given preference based on their seniority to bid on shifts available in their classification. If the shifts cannot be filled, the available hours will then be offered first to Nurse Aides and then Home wide with preference being given on the basis of seniority.
- (c) Dietary Aides will be given preference based on their seniority to bid on the shifts available in their classification. If the shifts cannot be filled, the available hours will then be offered to Cooks with preference being given on the basis of seniority.
- (d) Cooks will be given preference based on their seniority to bid on the shifts available in their classification. If the shifts cannot be filled, the available hours will then be offered to Dietary Aides with preference being given on the basis of seniority.

ARTICLE 12 – LAYOFF AND RECALL

12.01 Short Term Layoff

In the event of short-term layoffs (a layoff of less than thirteen (13) weeks) the Employer will determine the shift(s) and classification(s) in which the layoffs will occur. The parties can agree to alternative methods of reduction of hours if time permits.

12.02 General Provisions Related to Layoffs

For purposes of layoff the seniority lists will be merged. It is understood and agreed that if a part time employee bumps a full-time employee as part of the layoff procedure the part time employee is accepting the full-time position only. Similarly, if a full-time employee bumps a part time employee as part of the layoff procedure the full-time employee is accepting the part time position only. Note that the matter of benefits coverage will be determined by the status into which the employee bumps.

12.03 Long Term Layoffs

In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.

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

- If their service is greater than 9 years – 9 weeks' notice
- If their service is greater than 10 years – 10 weeks' notice
- If their service is greater than 11 years – 11 weeks' notice
- If their service is greater than 12 years – 12 weeks' notice

12.05 Layoff Procedure

- (a) In the event of layoff seniority lists will be merged.
- (b) The Employer will determine the shift(s) and classification(s) in which the layoffs will occur. An employee who is subject to layoff shall have the right to either:
 - i) accept the layoff; or
 - ii) displace an employee who has less bargaining unit seniority provided they have the qualifications and can perform the duties in question without training other than orientation.
 - iii) An employee who is displaced as a result of the operation of (ii) may accept the layoff or displace a less senior employee provided they have the qualifications and can perform the duties in question without training other than orientation. Such employee so displaced shall be laid off.
 - iv) The decision of the employee to choose (i) or (ii) above shall be made in writing to the Administrator within three (3) business days following notification of layoff or advice that the employee is to be bumped. Employees failing to do so will be deemed to have accepted the layoff.

12.06 Employees on layoff may apply for any posted position, however the job posting procedures will apply unless otherwise noted.

12.07 Recall Rights

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the qualifications and can perform the duties in question without training other than orientation.
- (b) Employees on layoff have the right of recall to their former position, and this supersedes the posting provisions of the collective agreement.

- (c) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within thirty-six (36) months of the date of their layoff.
- (d) No new permanent employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified unless a satisfactory reason is given. The employee is solely responsible for their proper address being on record with the Employer.
- (f) Employees on layoff, or notice of layoff, have a right to consideration for temporary vacancies expected to exceed fourteen (14) days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (g) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months. Employees on recall are responsible for the maintenance of any skills and/or license to practice required for them to return to work.
- (h) In cases of a layoff and recall seniority shall apply provided the employees concerned can perform the normal requirements of the job.
- (i) Recall shall be in reverse order to layoff and all employees on layoff must be given the opportunity of recall before any additional new help is hired.

12.08 Benefits on Layoff

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

12.09 Grievances concerning layoffs shall be initiated at the final step of the grievance procedure.

12.10 Seniority Accrual

Seniority for purposes of a layoff, recall, job posting, or other non-economic reasons, shall accrue up to twenty-four (24) months when an employee is absent due to Workers' Compensation.

ARTICLE 13 – JOB POSTING

13.01 a) **Job Posting**

When new jobs are created, or a vacancy caused by the death, retirement, promotion, resignation or separation from employment occurs, within the bargaining unit, the Employer will post it for a period of five (5) days on all bulletin boards, setting forth the classification involved, the rate of pay, the qualifications therefore, and whether it is a full-time position or a part-time position. Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as they see fit. All positions will be posted within three (3) working days of the vacancy being known. Any predetermined vacancies will be posted prior to the effective date of vacancy.

b) **Promotions**

In all cases of promotions (other than appointments to positions outside the scope of the bargaining unit), and transfers to higher paid jobs, the following factors shall be considered:

- i) Classification seniority first and then home-wide seniority if applicable.
- ii) Skill, competence, efficiency, merit and ability.

Where the factors in (ii) are relatively equal, factor (i) shall govern.

13.02 Employees may bid for vacancies, i.e. to a classification in the bargaining unit, which they feel capable of performing.

13.03 a) Employees moving to a new classification as a result of a successful bid shall be on a trial period of twenty-eight (28) calendar days and all home-wide seniority rights shall transfer with them. In the event a successful employee reverts to their previous job, either because an employee proves themselves unsatisfactory during the trial period or the employee finds themselves unable to perform the duties of the new job classification, they shall maintain all rights and privileges of their previous classification. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salaries without loss of seniority.

Employees who wish to return to their former position during a trial period must set out their request in writing to the Employer. Similarly, where the

Employer determines that it intends to return an employee to their former position during their trial period the employee will receive notice in writing.

- b) If the successful applicant reverts to their previous position either by their choice or the Employer's choice, the position will be offered to the original applicants in order of seniority. If there are no applicants, the position will be reposted.

Those in temporary positions will be notified that the temporary position is ending.

- 13.04 In addition to the regular job posting procedure in 13.01, the Employer will also provide for a temporary job posting procedure for temporary vacancies of more than six (6) consecutive weeks' duration. These job postings shall be in accordance with article 13.01. Any employee who posts for a temporary position will remain in the temporary position for the full duration of the temporary vacancy, unless a full-time position becomes available, or a higher rated position becomes available.

Notwithstanding any other provision in the collective agreement, temporary vacancies shall not exceed two (2) years, without the agreement of the Employer and the Union. If a temporary vacancy is still required after two (2) years, the Employer shall post the vacancy as a permanent vacancy, with the understanding if the employee on leave from the position returns, the employee will return to their former position. All other employees impacted will also be returned to their former position.

- 13.05 Copies of job postings will be given to the Chief Steward at the time of posting. The Employer will post the name of the successful incumbent on the bulletin board after notification.

ARTICLE 14 – LEAVES OF ABSENCE

- 14.01 The Administrator may grant or refuse a request for leave of absence without pay for extenuating personal reasons provided that they receive at least one (1) months' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Such request will not be unreasonably withheld. Applicants when applying must indicate the date of departure and specify the date of return. When making a request, employees must indicate a reason for the leave.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union. To qualify for leaves of absence stipulated above, the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefits except as is hereinafter expressly provided shall accrue to or be paid to any employee on leave of absence.

14.02 Pregnancy Leave

Leave of absence of up to seventeen (17) weeks for pregnancy without pay will be granted subject to the following conditions:

- a) An employee who is pregnant shall be entitled, upon her application therefore, to a leave of absence of at least seventeen (17) weeks from her employment, or such shorter leave of absence as the employee may request, commencing during the period of seventeen (17) weeks immediately preceding the estimated day of her delivery. The employee shall give the Employer two (2) weeks' notice in writing of the day upon which she intends to commence her leave of absence, unless impossible to do so, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in her opinion.
- b) The employee must have at least thirteen (13) weeks continuous service with the Employer prior to the beginning of the leave of absence;
- c) The employee shall give at least four (4) weeks written notice of her intention to return to work. Where the actual date of her delivery is later than the estimated date of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer one (1) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be granted under Article 14.03 Parental Leave.
- d) An employee who does not apply for leave of absence under Article 14.02 (a) and who is otherwise entitled to pregnancy leave hereunder, shall be entitled to and shall be granted leave of absence in accordance with Article 14.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.
- e) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence, and on her return to work the Employer shall reinstate the employee to her position, or provide her with alternative work of a comparable nature, at not less than her wages at the time her leave of absence began, and without loss of seniority or benefits, unless the employee gives written notice that they do not intend to pay their contribution, if any.

- f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the employee to her employment or to alternative work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began, with no loss of seniority or benefits (provided the employee has continued to pay their portion of contributions, if any, during the leave) accrued to the end of the leave of absence, and in the absence of such a system or practice, shall reinstate the employee in accordance with the provisions of Article 14.02 (e).
- (g) Employees on such leave of absence will continue to participate in benefit plans, unless the employee gives written notice that they do not intend to pay their contribution, if any. Employees on such leave will continue to accrue seniority and service. Where seniority for the purpose of wage progression is calculated based on hours worked, and then calculation will be based on the average of hours worked during the twelve (12) months immediately preceding the pay period in which the leave commenced.
- (h) An employee who has completed ten (10) months of continuous service prior to the expected date of birth shall be paid a supplemental Employment Insurance Benefit in accordance with the following:
- Upon confirmation of the SUB Plan by the Employment Insurance Commission, an employee on pregnancy leave who is in receipt of Employment Insurance Pregnancy Leave Benefits shall be paid a Supplemental Employment Insurance Benefit.
- That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 75% of the employee's normal weekly earnings.
- Such payment shall commence after the one-week Employment Insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee shall endeavor to provide proof of EI benefits within two (2) weeks of the receipt of the employee's EI benefit.

Vested Interest

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

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

Other Income

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

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

14.03 Parental Leave

- a) An employee who has been employed by their employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- b) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The employee must give two (2) weeks written notice of the day the leave is to begin unless the child comes into the custody, care and control of a parent for the first time sooner than expected. In such case, the employee will give written notice within two (2) weeks after stopping work.

The Parental leave for an employee taking pregnancy leave must begin when the pregnancy leave ends unless the child has not come into the custody care and control of a parent for the first time.

- c) Parental leave ends sixty-one (61) weeks after it began, or sixty-three (63) weeks for those who don't take pregnancy leave, or earlier if the employee gives four (4) weeks written notice of that day.
- d) Where an employee has given written notice to begin a parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks written notice.
- e) Employees resuming their employment upon expiration of a parental leave shall be reinstated to their former position if it still exists or a comparable position if it does not. The wages shall be no less than the employee would have been earning at the end of the leave had they retained their former position.
- f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the employer shall, upon resumption of operations reinstate the employee to their employment or to alternative work in accordance with the established seniority system or practice of the employer in existence at the time the leave of absence began, with no loss of seniority or benefits (provided the employee continues to pay their portion of contributions, if

any), and in the absence of such a system or practice, shall reinstate the employee in accordance with the provisions of Article 14.03 (e).

- g) Employees on such leave of absence will continue to participate in benefit plans unless the employee gives written notice that they do not intend to pay their contribution, if any. Employees on parental leave shall continue to accrue seniority. Where seniority for the purpose of wage progression is calculated based on hours worked, the calculation will be based on the average of hours worked during the twelve (12) months immediately preceding the pay period in which the leave commenced.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

14.04 Leave of Absence Rules

- a) Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, unless otherwise agreed to by the Employer, they will forfeit all seniority rights and privileges contained in this Agreement.
- b) An employee will accumulate seniority, sick leave credits, vacation time allowance and the applicable Employer's contribution of the benefits outlined in Sections 20.01, 20.02, only, when on approved leave of absence without pay from the Employer (other than Union leave) not in excess of twenty (20) regularly scheduled shifts or four (4) consecutive weeks in a calendar year, whichever is the shorter. Save as mentioned in the preceding sentence no benefits will accrue to be paid under this Agreement and all benefits established at the point of leave will be reinstated and continue to accrue from the date of return to employment following any leave of absence.

This sub article does not apply to Pregnancy or Parental Leaves of Absence.

- c) Employees shall not be entitled to named holidays with pay, which may fall during the period of any leave of absence.
- d) An employee returning from any leave of absence will be reinstated on the date fixed for return on the granting of the leave subject only to the layoff provisions of this Agreement in the event that a layoff has occurred during the leave.

14.05 Jury and Witness Leave

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

- (a) Notifies the Nursing Home immediately on the employee's notification that they will be required to attend at court;
- (b) Presents proof of service requiring the employee's attendance; and
- (c) Deposits with the Nursing Home the full amount of compensation received, excluding mileage, traveling and meal allowance, and an official receipt thereof.

An employee can opt not to submit the pay for jury and witness duty and not receive lost earnings.

14.06 Union Leave

- (a) Upon receipt of written notice from the Union as far in advance as possible, the Employer will grant a leave of absence without loss of seniority or service to attend Union conventions, conferences or to attend to Union business to a maximum of forty (40) working days in any one calendar year within each bargaining unit at each work site. The forty (40) working day limit shall not include PEL absences or absences to attend other Union educational programs, which shall be limited to a total of forty (40) working days. The limit does not apply to the Union Chairperson.

Where an employee is on approved union leave the employer will continue to pay all wages and benefits. The employer will then submit a detailed invoice for such wages and benefits paid to the affected employee and any other employee costs associated with those wages to the Local Union office for reimbursement.

In addition to any limits in the collective agreement, where a bargaining unit member is a representative on the NHRIPP Board, they shall be entitled up to an additional thirty-six (36) days of unpaid leave per calendar year.

- (b) **Long Term Union Leave of Absence**

An employee may apply to the Employer for a long-term leave of absence without pay but without loss of seniority if they are elected or appointed to a full-time position with the Local or the National Union. Such leave shall be for a period of three (3) years and may be renewed for a further period as may be agreed between the parties. During such leave the Union shall be responsible for providing WSIB coverage. The Employer will post the vacancy arising as a result of the granting of this leave as a temporary

vacancy, which will be filled in accordance with the provisions of the job posting article.

14.07 Education Leave

- a) If required by the Employer an employee shall be entitled to leave of absence with pay and without loss of seniority and benefit to upgrade their employment qualifications.
- b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications provided that they receive at least one month's notice in writing unless impossible, and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

14.08 The sum of five hundred dollars (\$500.00) after ratification and thereafter on July 1 of each year.

The Employer agrees to pay into a special dues Fund the amount of five hundred dollars (\$500.00) per annum to be used by the Union at its discretion. Such monies will be paid into a trust fund established by the National Union, Unifor and sent by the Company to the address as indicated by the Local Union.

Mandatory Education and In-Services

When an employee is required by the Employer to attend any in-service program or elearning 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.

Entitlement for Surge Learning will be paid out the first pay in May and last pay in November.

The parties agree that employees will be paid straight time rates for the assigned Surge module time periods for completed modules.

The Employer will notify staff of new modules being posted seven (7) days in advance, unless required by compliance or legislation in a shorter period.

14.09 Bereavement Leave

- (a) Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss or pay, ending with the day following the day of the memorial or celebration of life.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day following the day of the memorial or celebration of life.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to one (1) day ending no later than the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the memorial or celebration of life of their niece, nephew, aunt or uncle.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which they are receiving payments for holiday pay.
- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- (g) Where an employee's spouse is deceased, the affinitive relationship shall continue as in 14.09 (b) and (d), up to an including such time as the employee remarries. In the case of separation or divorce, the affinitive relationship is discontinued.
- (h) An employee can apply to use a paid bereavement day to which they would otherwise be entitled in accordance with this clause for use at a later date to attend an interment or an equivalent service.
- (i) When an employee is eligible for Bereavement Leave while on vacation, they shall be entitled to such Bereavement Leave as set out above. The vacation days so replaced shall be extended or rescheduled as mutually agreed.

14.10 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 have been on Family Medical Leave the employee shall be reinstated to their former position.

14.15 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.

ARTICLE 15 – VACATIONS

15.01 Every employee shall be granted an annual scheduled vacation with pay according to their credited continuous service as follows:

- a) An employee who has completed one (1) year of continuous service shall receive two (2) weeks' vacation with pay of four percent (4%) of gross earnings.
- b) An employee who has completed three (3) years of continuous service shall receive three (3) weeks' vacation with pay of six percent (6%) of gross earnings.
- c) An employee who has completed eight (8) years of continuous service shall receive four (4) weeks' vacation with pay of eight percent (8%) of gross earnings.
- d) An employee who has completed fifteen (15) years of continuous service shall receive five (5) weeks' vacation with pay of ten percent (10%) of gross earnings.
- e) An employee who has completed twenty-two (22) years of continuous service shall receive six (6) weeks' vacation with pay of twelve percent (12%) of gross earnings.
- f) An employee who has completed twenty-eight (28) years of continuous service shall receive 7 weeks' vacation with pay of fourteen percent (14%) of gross earnings.

- 15.02 (a) All employees will have a one-time opportunity to choose, after ratification (2001) either of the following choices:
- (i) Vacation pay, based on the previous twelve (12) months gross earnings at the applicable percentage rate, will be paid once per year at the employee's request with a minimum of two (2) weeks' notice. All normal deductions made from an employee's pay will be made from the vacation pay and will be issued on a separate cheque. Any vacation monies exceeding the previous twelve (12) months will be compensated at the applicable rate of the previous vacation year.
 - (ii) Vacation pay to be paid annually (once per year) at the employees' choice of dates with two (2) weeks' notice of request for payment.
 - (iii) Vacation pay to be paid bi-weekly.
- (b) New employees hired after the date of ratification in 2001 shall automatically receive vacation pay bi-weekly.

15.03 The vacation may not be accumulated from one (1) year to the next.

15.04 The vacation planner will be posted for Summer submission (period covering June 15th to December 17th) and vacation requests must be submitted no later than April 15th. The employer will post the approved vacation schedule by June 1st of each year.

The vacation planner will be posted for Winter submission (period January 6th to June 14th) and vacation requests must be submitted no later than October 15th. The employer will post the approved vacation schedule by December 1st of each year.

Requests submitted by these dates will be awarded based on seniority, subject to operational requirements.

Requests submitted after these dates will be awarded first come first serve.

Once the vacations have been approved, they shall not be changed unless mutually agreed upon by the employee and the employer.

Where possible, vacations shall commence immediately following an employee's regularly scheduled days off if requested by the employee. The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each classification, but shall be finally determined by the Administrator or the Director of Nursing as applicable having due regard for the proper and efficient operation of the Nursing Home. In addition to the full block week vacation requests, an employee may request and take single day vacations. It is understood an employee who books full week vacations will be given

preference over single day vacations. This does not apply to the Christmas/New Year's period (December 18th to January 5th).

15.05 Increases in vacation pay and entitlement as per Article 15.01 shall be effective on the employee's anniversary date.

15.06 a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.

b) Where a vacationing employee becomes seriously ill requiring them to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.

c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

15.07 All employees shall take a minimum of two (2) weeks' vacation each year.

15.08 Vacation shall be defined that one (1) week of vacation equals five (5) consecutive days off (prorated for those working a reduced work week).

15.09 During the summer vacation period, employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. An employee exercising their option shall not, as a result of such extra work, change their employment status (i.e. part-time, full-time).

ARTICLE 16 – PAID HOLIDAYS

16.01 Employees shall receive the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Three (3) Float Holidays

NOTE: If the Federal Government proclaims Heritage Day or an equivalent holiday it shall be substituted for one (1) Float Holiday.

16.02 Holiday pay for full-time employees will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at their regular rate of pay.

16.03 Employees who work less than sixty-six (66) hours biweekly will be paid at the rate of one and one half (1½) times the employee's regular rate of pay for work performed on the holidays listed in Article 16.01.

16.04 If any full-time employee is scheduled to work on any paid holiday, they may elect either:

- a) Pay at one and one-half (1½) the employee's regular rate of pay for work performed on such holiday in addition to the employee's holiday pay; or
- b) Pay at the rate of time and one-half (1½) the employee's regular rate of pay for work performed on such holiday and an alternative day off with holiday pay scheduled by mutual agreement between the Parties within sixty (60) days following the holiday.

Employees on probation will not be paid for any recognized holiday; however, on completion of the probationary period such employees will be paid for any and all paid holiday.

- c) Notice of any election required by this Section 16.04 must be made by the employee in writing prior to the end of the pay period in which each such holiday falls and prior to the posting of the vacation schedule. Pay for such days shall be at the rate the employee would have been paid at the time the paid holiday(s) respectively occurred.
- d) No employee shall be scheduled to work any more than six (6) paid holidays in any year. Christmas or New Year's Day must be one of the six (6) paid holidays worked.
- e) A full-time employee may notify the Administrator or their designate, that they desire to accumulate up to five (5) paid holidays or lieu days. Accumulated lieu days may be taken singularly or used in a block at a time mutually agreed upon, between the Administrator and the employee. Pay for such days shall be at the rate the employee would have been paid at the time the paid holiday(s) respectively occurred.

It is understood that all such days must be taken prior to December 18th of each year, and cannot be taken from December 15th to January 5th.

It is further acknowledged that approved vacations will take priority over banked holidays.

16.05 In order to qualify for holiday pay an employee must work their full scheduled shift immediately preceding and immediately following the holiday except where the

employee is absent due to illness or injury or approved leave of absence with pay. If the employee is absent on a paid holiday when scheduled to work they shall forfeit all pay for the holiday unless due to illness or injury or approved leave of absence with pay. The Employer may request a medical certificate as proof of illness for the purposes of 16.05.

16.06 In cases of illness or injury employees with one (1) or more years of seniority shall be paid for those paid holidays falling within the three (3) month period from the commencement of such illness provided an employee has sick leave credits available. Such payments for paid holidays shall not be charged to sick leave credits.

16.07 a) In the event a holiday as specified in Section 16.01 falls within an employee's vacation period, it shall be mandatory to extend the vacation period by one (1) working day with holiday pay.

b) If the holiday occurs on an employee's day off, the employee will be granted a day off with holiday pay at a time mutually agreed upon between the employee and the Administrator or the Director of Nursing as applicable.

16.08 Float holidays can be used at any time by the employee with at least three (3) days' notice to their Supervisor. Such requests will not be unreasonably denied.

It is understood that a float holiday shall be paid at the regular rate of pay based on the employee's average regularly scheduled hours when an employee takes a day on which they are not scheduled. Should an employee require a float holiday on a day on which the employee is scheduled, then the rate of pay shall be calculated based on that day's scheduled hours.

16.09 The Employer will make its best efforts to provide employees with either Christmas Day or New Year's Day off on a rotational basis each year. Lists will be posted prior to December of each year and the Employer will attempt to schedule an employee to work either Christmas Day or New Year's Day.

Employees scheduled to work Christmas Day will not be required to work Boxing Day. The Employer will attempt to schedule at least four (4) days off with each holiday unless scheduling does not permit.

In order to provide employees with these holidays, Article 17.04 (a) will not be applicable when these holidays fall on a weekend or part of a weekend.

ARTICLE 17 – HOURS OF WORK AND SCHEDULING

17.01 The following is intended to define the normal hours of work for all employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

17.02 The normal work shift for all employees shall consist of seven and one-half (7½) hours excluding one-half (½) hour meal period. The seven and one-half (7½) hours shall be worked in an eight (8) hour period. The workweek shall be deemed to commence at 10:00 p.m. Sunday of each week. The Employer agrees that Charge RPN's will be paid for an eight (8) hour day.

17.03 There shall be a paid 15-minute break period during each half of a full shift at times designated by the Employer. Employees working less than a full shift will receive one fifteen (15) minute rest period.

17.04 a) The Employer shall schedule each employee one weekend off every two (2) weeks. Should an employee be required to work more than one (1) weekend in succession, they shall be paid at a rate of time and one-half (1½) for the second and subsequent continuing weekends until a weekend off is scheduled. This clause is not applicable to employees who request or are hired for weekend work.

Any part-time staff agreeing to assume additional shifts for vacation and sick relief forfeits the benefit of every other weekend off for that period. The Employer will attempt to schedule as many weekends off as possible.

b) The Employer shall provide that all employees are on a Master Schedule. Such Master Schedules shall not be changed without the consultation of the Union. The parties agree that the Dietary, Housekeeping and Laundry Departments shall continue with their existing scheduling pattern subject to shift changes from time to time.

17.05 Each employee shall conform to the timekeeping requirements of the Home. Failure to do so may be a cause for disciplinary action.

17.06 Employees desiring to leave the Home premises prior to normal quitting time, must obtain permission from the department head before leaving their work. Employees choosing to leave the premises during meal periods shall notify the Supervisor. Employees leaving early or arriving late may be penalized at the discretion of the Employer.

17.07 a) The Employer shall post work schedules at least two (2) weeks prior to the effective date of the schedule and which shall be in effect for at least four (4) weeks.

b) At the time the schedule is prepared, employees shall be listed in order of seniority and those wishing to be called in for extra shifts shall be indicated on the schedule by their names being "highlighted" in order of seniority.

17.08 All employees shall be granted a minimum of fifteen and one-half (15½) hours off between scheduled shifts. In the event that the Employer fails to schedule fifteen and one-half (15½) consecutive hours for when shifts of duty are changed, any

employee so affected shall be paid premium pay calculated at the rate of one and one-half (1½) times their regular straight time rate of pay for all hours worked between the starting time and fifteen and one-half (15½) hours since the end of the employee's last shift, unless such shorter period of time was mutually agreed to by the Employer and the employee concerned.

Note: This clause is only applicable to scheduled time posted. Call-ins are filled based on seniority without fifteen and one-half (15½) hours between shifts.

- 17.09 a) Provided sufficient advance notice is given and with the approval of the immediate Supervisor, employees may exchange shifts if there is no increase in cost to the Home. Approval shall not be unreasonably withheld.
- b) Employees will be able to request shift giveaways on the following basis:
- a) Shift giveaways are limited to a maximum of twelve (12) per calendar year;
 - b) Employees giving shifts away must find their own replacement;
 - c) Employees can only give shifts away after they have exhausted all vacation and lieu days available to them;
 - d) Shift giveaways are not permitted on weekend shifts;
 - e) The Employer will consider such requests based on operational requirements, such requests shall not be unreasonably denied.
- 17.10 The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the employees affected or to accommodate a switch agreed to between the employees as per Section 17.09.
- 17.11 In order to provide the Home with twenty-four (24) hours continuous service, employees may be required to work any of the three (3) shifts.
- 17.12 The shift commencing on or about 10:00 p.m. shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the shift commences regardless of what calendar day any part of such shift was actually worked.
- 17.13 There shall be no split shifts for employees unless otherwise requested by or agreed to by the employee.
- 17.14 **Part-Time Scheduling**
All part-time employees shall be scheduled in advance, where possible to do so, and all available additional hours shall be divided by seniority among the part-time employees within each department, provided they have indicated their willingness to work additional hours.

- 17.15 Authorized work performed in excess of seventy-five (75) hours in a bi-weekly pay period will be counted as overtime work and will be paid for at the rate of time and one-half (1½) an employee's regular rate of pay. Such overtime shall be calculated to the nearest fifteen (15) minutes worked for all time in excess of a seven and one-half (7½) hour shift, or seventy-five (75) hours in the bi-weekly pay period.
- 17.16 Time less than fifteen (15) minutes per day shall not be counted as overtime, and if any employee with the approval of the Administrator or the Director of Nursing works in excess of fifteen (15) minutes they shall receive a minimum of one-half hour at overtime rates.
- 17.17 These employees working 10:00 p.m. to 6:00 a.m. when the change from daylight saving to standard time, or vice-versa occurs, shall be paid straight time for the exact number of hours worked during the shift.
- 17.18 Employees who have been away from the workplace for a period of twelve (12) continuous months or more may request orientation shifts from the Employer upon return to work. Such requests will not unreasonably be denied.

ARTICLE 18 – PREMIUM PAYMENTS

- 18.01 There shall be no pyramiding of any premium pay. (Overtime and paid holiday pay, shift premium, etc.)
- 18.02 Overtime shall be voluntary.
- 18.03 When an employee is called in to work on a non-scheduled shift, and where the call-in is requested within one-half hour of the starting time of the shift, and the employee commences work within one hour of the call then the employee will be paid as if the entire shift had been worked, provided they complete the shift for which they were called in. If the employee reports for work within one hour of the request for call-in then the Employer will guarantee a minimum of four (4) hours work.
- 18.04 The Employer undertakes and agrees that employees shall not be required to take time off in lieu of pay for overtime worked unless mutually agreed between the employee and the Employer.
- 18.05 **Shift Premium and Weekend Premium**
- (a) The Employer shall pay a shift premium of twenty-eight cents (\$0.28) per hour for afternoon and night shifts to employees required to rotate over more than two (2) shifts (there shall be no pyramiding).
 - (b) The Employer shall pay a weekend premium of fifty-five cents (\$0.55) per hour worked commencing with the shift after the end of the evening shift on Friday and ending at the end of the evening shift on Sunday.

18.06 Training Premium

Effective the start of the first pay period after ratification, where the Employer assigns an employee to orient a newly hired employee in this bargaining unit during their orientation period. The employee who is training will receive a premium of \$2.00 per hour and the newly hired person will receive \$2.00 per hour less than the start rate of their classification, as per the note at the end of Schedule A. These revised payments will apply only during the period of orientation.

ARTICLE 19 – ALLOWANCES

- 19.01 When the Employer requires an employee to substitute on a higher rated job covered by this agreement for at least one-half full shift, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked. If the Employer requires an employee to substitute on a lower rated job, she shall not lose any pay.
- 19.02 Full time employees shall be paid a clothing allowance of one hundred and twelve dollars (\$112) per year, which shall be paid once per year, towards the purchasing, maintaining and laundering of the employee's uniforms.
- 19.03 The payment to part-time employees shall be one-half (½) of the amount paid to full-time employees.
- 19.04 The Employer agrees that it will give as much advance notice as reasonably possible but not less than three (3) months' notice if it intends to require employees to wear a style or colour of uniform different from that currently required.
- 19.05 Employees who report for work for which they are scheduled but for whom no work is available at their regular job shall be paid four (4) hours' time at his or their regular rate of pay. The Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a telephone number which may be used by the employer to give notice, or in the case of a fire, power failure, or circumstances beyond reasonable control of the Employer, nor shall it apply to employees returning to work without notice after unscheduled absence.
- 19.06 The Employer undertakes and agrees to provide a meal, free of charge, to employees who are scheduled to work at least three and one-half (3½) hours beyond their normal hours of work, providing the kitchen facilities are open, and available for same.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

- 20.01 a) Employees who work sixty-six (66) hours biweekly or more shall receive the benefits outlined in this article and in Article 20.02.

- b) Employees, including those on probation, who work less than sixty-seven and one half (67.5) hours biweekly shall be paid one dollar and twenty-five cents (\$ \$1.25) per hour effective first pay period after ratification in lieu of al Health and Welfare benefits, sick benefits and pay for statutory holidays. Effective November 1, 2023, increase to \$1.35.

20.02 a) The Employer agrees to pay one hundred percent (100%) of the premium of the following benefits for employees working sixty-six (66) or more hours biweekly:

- i) Life Insurance under Policy #XD42604 – Benefit amount \$12,500. Effective August 1, 2015 – benefit amount is \$17,500.

Dependents Life Insurance – Benefit amount \$2,000 spouse and \$1,250 each dependent child.

Accidental Death and Dismemberment – Benefit amount \$12,500 and schedule of losses.

For Full time employees only

Life insurance coverage \$30,000.

- ii) Weekly Indemnity – Benefit amount – 66.7% weekly earnings to a maximum benefit amount – Maximum benefit period twenty-six (26) weeks.

- iii) Extended Health Care – Deductible \$10.00 individual or \$20.00 family per calendar year. Includes: prescription drugs; vision care; Professional services for various licensed practitioners; Out of Country coverage. Vision Coverage will be in the amount of \$300 every 24 months. Effective December 1, 2022 vision coverage will be in the amount of three hundred and fifty dollars (\$350.00) and paramedical annual maximums will be at four hundred dollars (\$400.00).

Effective date of ratification (November 28, 2022), the employer provides a separate entitlement for eligible employees to mental health services by a psychologist, registered psychotherapist or social worker to a maximum of \$500 per year.

There will be a Drug Card that provides as follows:

Positive enrolment

\$6.50 filing fee cap

\$2.00 per prescription deductible

\$2500 cap in lifestyle drugs

Generic Substitution unless specifically prescribed otherwise by the employee's physician

Effective the second month after ratification, re-imbursement for prescribed drugs covered by the plan will be based on the cost of the lowest cost interchangeable drug, unless the employee's doctor stipulates in writing that there are medical reasons why the lowest cost interchangeable drug cannot be prescribed.

- iv) Long Term Disability under Policy #XLC 42604. See Benefit Booklet for entitlement criteria.

Benefit amount 66.7% of monthly earnings.

Benefits payable on the 183rd day following illness or injury. Payable until age sixty-five (65).

- b) Dental Care – The Employer agrees to establish a #7 Dental Plan, with the premiums being split 50/50 between the Employer and the employee. The Ontario Dental Association (ODA) Fee Schedule shall be one (1) year in arrears. The plan will cover recall examinations for persons over the age of eighteen once every nine (9) months and fluoride treatments only for those eighteen years of age and under.

- c) Employees must refer to their Benefit Booklets for any further detailed information for the above-noted benefits.

The Employer agrees to notify the Union Committee Chairperson of any change in Carrier sixty (60) days in advance of such change, unless it is not possible to do so. The Union may request a meeting to discuss the proposed change. The benefits provided will be equivalent.

20.03 Probationary employees shall not be entitled to the benefits and shared cost arrangements outlined above. It is understood that there may be a qualifying period established by the insurer or carrier or a time lapse for the processing of forms, etc., and accordingly the Employer agrees to complete and file any necessary forms in a timely fashion so as to ensure as much as possible that there is not a lapse in entitled coverage.

20.04 During absence compensable by the Workplace Safety and Insurance Board, the employer will pay its share of Health and Welfare premiums for a period of twenty-four (24) months, provided employees continue to pay their share of the benefit premium. Thereafter the employee may continue their coverage in these plans through the Employer, by contributing the full cost of the premiums to the Employer.

20.05 The Employer agrees to notify the Union Committee Chairperson of any change in Carrier sixty days in advance of such change, unless it is not possible to do so. The Union may request a meeting to discuss the proposed change. The benefits provided will be equivalent.

20.06 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.

20.07 An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article shall be entitled to enrol in the benefits under any one of the following conditions without the late enrolment restrictions set out elsewhere in this collective agreement or in the benefit plan under any one of the following circumstances:

- i) A life changing event such as divorce (where the settlement does not provide for spousal coverage), or death of a spouse;
- ii) When an employee transfers from a part time classification to a full-time classification and has passed the Trial period as set out in this agreement provided they apply for such coverage within thirty-one (31) days of the life changing event or of the date they are confirmed in their full-time position after completing the Trial Period.

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

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

ARTICLE 21 – SICK LEAVE

21.01 Employees regularly working sixty-six (66) hours bi-weekly shall accumulate sick days. An employee may accumulate 14 sick days or 105 hours of sick time in a calendar year. On January 1st of each year, 2 days or 15 hours of sick time will be added to the accumulated total of available sick time. Upon the completion of a month worked, one day or 7.5 hours of sick time will be added to the accumulation of sick time. Sick pay will be paid to employees when time off is taken due to sickness, up to a maximum of the available accumulated total. On December 31st of each year, the remaining sick days – if any- in an employee's sick bank will be paid out to the employee, less five days (37.5 hours) of sick leave, if available, which will be carried over to the next calendar year. Such sick day payout, if any will be paid on the 1st payday in February beginning February 2000.

21.02 Employees who report sick must notify the Employer at least one (1) hour before the start of the shift but, if possible longer notice shall be given. Failure to give such notice may result in loss of sick leave payment for that day of illness. Such reporting will only be required once at the start of the illness. Employees must report to the Director of Nursing or the Administrator as applicable within a reasonable time prior to their reporting for duty following absence on sick leave so

as to allow cancellation of scheduled work for any replacement employee. Failure to give such notice may result in the employee being sent home without pay for the shift in question. During any period of illness, the employee will keep the Employer informed of their progress and advise the Employer of the expected date of return.

21.03 Where reasonable, employees may be required to produce proof of sickness for an absence, in the form of a medical certificate, where an employee has been absent from duty for more than three (3) consecutive working days. Such certificate must indicate that they are fit to resume work, and will be paid for by the Employer if requested.

21.04 Sick leave pay shall be equal to the employee's normal hourly rate exclusive of overtime or premium rate.

21.05 Absence due to illness or injury compensable by the Workplace Safety and Insurance Board shall not be charged against sick leave credits or entitlements.

ARTICLE 22 – PENSION PLAN

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

- a) "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 and in addition:

- 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 and similar payments 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.

- b) Each eligible employee covered by this collective agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee an amount equal to four percent (4%) of applicable wages to the plan.

- c) The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- d) 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.

- e) 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 P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 22.01 (e) of the agreement are:

i) To Be Provided Once Only at Plan Commencement

Date of Hire
 Date of Birth
 Date of first Contribution
 Seniority List to include hours from date of hire to employer's fund entry date.
 (For the purposes of calculations past service credit).

ii) To Be Provided with Each Remittance

Name
 Social Insurance Number
 Monthly Remittance
 Pensionable Earnings
 YTD Pension Contributions
 Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) **To Be Provided Once, and if Status Changes**
Full address as provided to the Home
Termination date when applicable (MM DD YY)
- iv) **To Be Provided Once if they are Readily Available**
Gender
Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

22.02 Where legislation or the plan prohibits an employee from contributing to the pension plan or alternative pension vehicle because of age, the contributions the Employer would otherwise have made will be added to the employee's wage.

ARTICLE 23 – WORKPLACE SAFETY AND INSURANCE BOARD

23.01 Employees agree to provide the appropriate forms to NHRIPP, or the appropriate Pension Provider in the case where NHRIPP is not in place, in the event of a WSIB absence.

23.02 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.

ARTICLE 24 – COMPENSATION

24.01 a) The Employer shall pay salaries and wages bi-weekly for hours worked in accordance with the hourly wage rates set forth in Schedules "A" and "B". On each payday each employee shall be provided with an itemized statement of wages overtime and other supplementary pay and deductions.

b) The employer agrees to provide pay cheques to all employees by 11:00 a.m. on paydays.

24.02 In the event that a new classification is created within the bargaining unit during the term of this Agreement, the employer agrees that the Administrator and an agent of the Union shall meet to discuss the job content and the wage rate for such classification not later than thirty (30) days after it is implemented. If the Parties

fail to agree on such new rate, the matter shall be referred to arbitration as herein provided, provided that the Employer may assign the interim rate pending such negotiations and arbitration.

- 24.03 The regular payday shall be every second Thursday, except when there is a statutory holiday; the payday shall be Friday.
- 24.04 The Employer agrees to correct and issue payment as soon as possible but within seventy-two (72) hours any monies owing to an employee, equal to one (1) day's earnings or greater as a result of an error in the employee's pay cheque. If the amount owing is less than one (1) days' earnings, the correction shall be made on the next regular pay day.
- 24.05 Part-time employees within their wage classification will progress to the "six-month rate" after 750 hours worked, to the "one-year rate" after 1500 hours worked and to the "two-year rate" after 3000 hours worked.
- 24.06 Where an RPN is hired and has recent related RPN experience in a long-term care or hospital setting, they may apply for recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one year's movement on the grid for each one year's experience. Where the experience is part time one-year equals 1800 hours paid.

ARTICLE 25 – MISCELLANEOUS

- 25.01 Whenever the singular or masculine is used throughout this Agreement, it shall be construed as meaning the plural or feminine or neuter gender where the context of the Parties hereto so requires.
- 25.02 It shall be the responsibility of the employee to keep the Employer informed of their current address, in case it is necessary to notify any employee of any matter under this Agreement. Notice may be given personally or by prepaid registered post addressed to the employee at their last address shown on the seniority list on the payroll of the Employer and such notice shall be deemed to have been given three (3) business days after delivered to the postal authorities.
- 25.03 The Union agrees to prepare the collective agreements. Once proofed and sent out the Employer will sign them within thirty days. The cost will be shared on a 50-50 basis.

ARTICLE 26 – TERM AND RETROACTIVITY

26.01 This Agreement shall be effective from November 1, 2021, and shall continue in full force and effect until October 31, 2024, and shall continue in full force and effect from year to year thereafter. Notice of intent to amend this Agreement shall be given by either party to the other in writing within one hundred and twenty (120) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

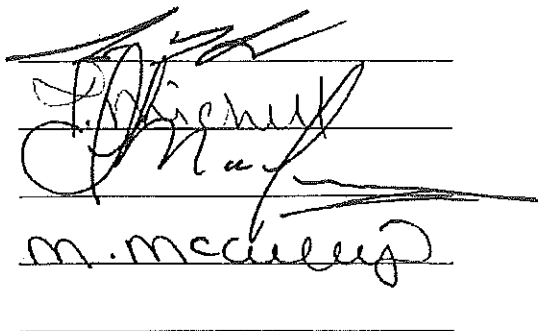
26.02 During the period of negotiation resulting from any of the provisions above, this Agreement shall remain in full force and effect.

26.03 Retroactivity will be paid on wages only for all hours worked to all staff within thirty (30) days from the date of ratification. Employees who have left their employment will be notified by pre-paid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days. The Employer will pay retroactivity on a separate cheque.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

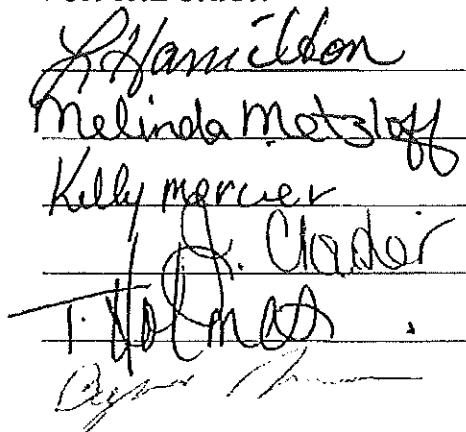
DATED this 14 day of April, 202023

FOR THE EMPLOYER



m. mcCreary

FOR THE UNION


Melinda Motzloff
Kelly Mercer
J. Clader
T. Holman
Cyrus Thomas

SCHEDULE "A"

		current CA	November 1, 2021 to October 31, 2022	November 1 2022 to October 31, 2023	November 1 2023 to October 31, 2024
				3%	3%
RPN	Start	\$25.87	\$26.26	\$27.55	\$28.37
	6 months	\$26.08	\$26.47	\$27.77	\$28.60
	1 year	\$27.14	\$27.55	\$28.87	\$29.74
	2 years	\$27.77	\$28.19	\$29.53	\$30.42
NA	Start	\$20.40	\$20.71	\$21.33	\$21.97
	6 months	\$20.57	\$20.88	\$21.50	\$22.15
	1 year	\$21.50	\$21.82	\$22.48	\$23.15
	2 years	\$22.11	\$22.44	\$23.11	\$23.81
PSW	Start	\$20.57	\$20.88	\$24.51	\$25.15
	6 months	\$20.76	\$21.07	\$24.70	\$25.35
	1 year	\$21.69	\$22.02	\$25.68	\$26.36
	2 years	\$22.28	\$22.61	\$26.29	\$26.99
HSK/DA	Start	\$20.12	\$20.42	\$21.03	\$21.67
	6 months	\$20.36	\$20.67	\$21.29	\$21.92
	1 year	\$21.28	\$21.60	\$22.25	\$22.91
	2 years	\$21.86	\$22.19	\$22.85	\$23.54
ACT	Start	\$20.57	\$20.88	\$21.50	\$22.15
	6 months	\$20.76	\$21.07	\$21.70	\$22.35
	1 year	\$21.69	\$22.02	\$22.68	\$23.36
	2 years	\$22.28	\$22.61	\$23.29	\$23.99
Cook	Start	\$22.10	\$22.43	\$23.10	\$23.80
	6 months	\$22.25	\$22.58	\$23.26	\$23.96
	1 year	\$23.22	\$23.57	\$24.28	\$25.00
	2 years	\$23.90	\$24.26	\$24.99	\$25.74
			1.5% N/A	3%	3%
RSA	Start	\$15.69	\$18.27	\$18.82	\$19.38
	6 months	\$15.90	\$18.54	\$19.10	\$19.67
	1 year	\$16.13	\$18.82	\$19.38	\$19.97
	2 years	\$16.37	\$19.10	\$19.67	\$20.26

		current CA	November 1, 2021 to October 31, 2022	November 1 2022 to October 31, 2023	November 1 2023 to October 31, 2024
STUDENT	Start		\$15.23	\$15.68	
(all dept)	6 months		\$15.44	\$15.90	
	1 year		\$15.66	\$16.13	
	2 years		\$15.89	\$16.37	

RPN wage adjustment of \$0.50/hour, effective the start of the first pay period after ratification.

PSW: Enshrine the \$3.00 PWE in the wage rates after the general wage increases are added to the wage grids.

Retroactive payment to current employees within sixty (60) days of ratification. Persons who worked from November 1, 2021 onwards but are no longer employed will also be entitled to retroactive payment. The Employer will send a letter within three (3) 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 sixty (60) day period shall be deemed to forfeit any claim for payment.

Orientation

All newly hired employees shall receive a minimum of three (3) shifts of orientation. Orientation of up to a maximum of seven (7) shifts will be provided to new employees. Determination of the amount of orientation shall be at the discretion of the Employer. The rate of pay shall be two dollars (\$2.00) per hour less than the start rate for the classification.

Pay Equity Obligations

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.

LETTERS OF AGREEMENT

1. Abuse and Threatening Behaviour

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff is 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 their immediate supervisor who will assess the situation and give further direction. In the event that the abuse is from a resident, it is agreed that no employee will be obligated to work with the resident one-on-one. In the event that a cognitive resident continues with the abuse/threatening behaviour, the staff member shall be given the opportunity to transfer to a different work area, or be assigned a different resident. The incident will be documented on the resident care plan/ chart with a clear course of action for staff to follow when providing care to the residents and a copy of the incident will be provided to the Director of Nursing.

If the abuse/threatening behaviour involves a resident the multi-disciplinary team will do a full assessment of the situation and develop a plan of action. 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.

If the abuse/threatening behaviour involves a non-resident, the management team will investigate the complaint and, if warranted, the individual will be put on notice that their behaviour is unacceptable. If the behaviour continues appropriate action will be taken.

2. Return to Work 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.

3. 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;
- ii) Review the importance of charting and charting results on the CMI and CMM;
- 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.

4. Contracting In

The Employer will not "contract in" during the life of the collective agreement. The parties agree that this Letter of Understanding does not pertain to the Employer's use of agency staff provided employees who are qualified are given first opportunity to work shifts.

All call-ins and overtime must be offered to qualified employees prior to being offered to agency. For further clarity, employees will have fourteen (14) days from the date the schedule is posted to indicate availability for vacant shifts.

5. 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 purpose 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 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 their 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

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.

7. Paid Holidays

- 1) It is agreed that Braemar Retirement Centre Nursing Home provides for more holidays than are set out in the *Employment Standards Act 2000* (the Act).
- 2) It is further agreed that these same homes apply qualifiers to determine the entitlement of bargaining unit employees to holiday pay. In some cases, these qualifiers apply only to Part-Time employees, and in some cases to both Full-Time and Part-Time employees.
- 3) It is further agreed that it is possible, when the qualifiers are applied, that the affected employees will not receive the holiday pay to which they are entitled under the Act.
- 4) Grievances have been filed at Babcock Nursing Centre and at Delhi Nursing Home (insert grievance references numbers or dates) alleging the Employer has not paid the holiday pay to which employees are entitled.
- 5) In order to resolve this issue in an amicable manner the parties agree that any dispute regarding the adequacy of the benefits under the collective agreement compared to the benefits under the Act should be resolved on the basis set out in the award of Arbitrator How in *Re Zehrs Markets and UFCW Local 175* (2002) 107 LAC (4th) 261. For greater clarity since the comparison between entitlements under the Act and under the collective agreement must be made in an individual basis, the Employer will compare each employee's entitlements at the end of the calendar year or at the time of termination of employment if applicable.

- 6) Accordingly, Braemar Retirement Centre Nursing Home will, commencing in January 2010 determine the amount of holiday pay (in dollars) each employee would have received in 2009 under the Act, using the qualifiers set out in the Act, and calculating holiday pay as set out in the Act. This will be referred to as the "required holiday pay".
- 7) The results of this calculation will be compared to the actual holiday pay each employee received in the year 2009 using the qualifiers as applied by the Employer as set out in its collective agreement with the Union. This will be referred to as the "actual holiday pay".
- 8) Where the actual holiday pay received by an employee is greater than the "required holiday pay" no further action need be taken.
- 9) Where the actual holiday pay received by an employee is less than the required holiday pay, the employee will receive the difference between those two sums, less deductions required by law.
- 10) Prior to releasing any funds each Employer will share with its local Union President or designate, the results of the calculations set out in 6 to 9 inclusive for verification.
- 11) Monies owing under the calculations set out above will be paid within two pay periods of the date the Union Chairperson receives the calculations from the Employer.
- 12) This calculation will be carried out for as long as it is necessary to ensure compliance with the Act, or until such time as the parties agree to an
- 13) The reconciliation is to be completed no later than March 1st

8. Part Time Seniority Accrual

Whereas the Union had identified a concern about the manner in which Part Time Employees in the affected Homes accrue seniority; and

Whereas the Parties have met and come to an agreement on a resolution to these concerns;

Now therefore witnesseth as follows:

- 1) Braemar Retirement Centre Nursing Home has provisions that provide for the accrual of seniority on the basis of hours paid or hours worked, and/or on the conversion of seniority on the basis of a formula using hours worked or hours paid.
- 2) The Parties agree that from the date of the signing of these Minutes the Effect of Absence provisions in the Collective Agreement will be amended with the addition of the following language:

Seniority only for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness of injury. The rate of accumulation will be based on the employee's normal weekly hours paid

(insert "worked" if the Home's language or practice is to use Hours Worked) over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, illness or injury.

- 3) This settlement is without prejudice to the right of either party to table language on the treatment of part time seniority in any future round of bargaining.
- 4) For greater clarity, it is not anticipated that any immediate amendment to the current seniority lists will result from these Minutes.
- 5) The Amended seniority calculations will be applied to the first seniority list posted after the signing of these Minutes.

9. Women's Advocate

The Employer agrees to provide unpaid leave to one employee per home to participate in Unifor's Women's Advocate training. Any expenses are to be assumed by the Union directly and/or through the Paid Education Leave program.

10. Recreational Aide

Within sixty (60) days of the date of award (November 5, 2012), the local parties will meet to discuss the Schedule "A" title for recreational aide (or similar position). It is agreed that no change in wage rate will occur.

11. Casual Employees

- a) Casual employees are employees who are not part of the regular Part-Time Schedule. These employees will be scheduled to fill shifts during periods of peak vacation times during the months of July and August, the blackout period of December 18 to January 5 and March Break to ensure full-time and part-time employees are able to take vacation time.
- b) The casual employees will also be utilized to cover for periods of illness, bereavement, float holidays and call ins. Casual employees will only be offered shifts after the regular part time employees have been offered the work and declined to fill open shifts.
- c) Casual employees accumulate seniority and progress through the grids on the basis that one-year equals 1500 hours.
- d) A list of casual employees, their respective departments, and hours worked, will be forwarded to the Union Chairperson on a bi-monthly basis by the 10th of the month for the two months preceding (i.e. January and February lists are due by no later than March 10th).
- e) Casual employees will lose their seniority for any of the following reasons, unless the employee can provide a reasonable justification to the Administrator or their designate;

- a. Failure to meet any of the following requirements;
 - i. 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.
 - ii. Casual employees must be available for a minimum of four (4) shifts per month and three (3) of those shifts must be weekend shifts.
 - iii. During the months of July and August casual employees must be available for 8 (eight) shifts per month and three (3) of those shifts must be weekend shifts.
- f) Casual employees will not displace the full or part time staff.
- g) The Employer will take all reasonable measures to fill vacant lines. The use of Casual staff in empty lines is a temporary measure rather than a long-term solution.
- h) All other collective agreement rights enjoyed by part-time employees will be applied to casual employees, except as noted in this Article.
- i) This letter of understanding does not apply to post-secondary nursing students.

The Union and the Employer agree to a trial use of casual employees, as outlined above. The trial will conclude no later than January 1, 2021. At that time the parties will meet to determine if they will continue with casual employees or revert to the language of Collective Agreement 2016 – 2019. Both parties must agree to continuation of the use of casual staff. If one party cannot agree the language ceases to apply and existing casual employees will be offered existing or newly created lines.

12. 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.

13. Liability Insurance

Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide here or his 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.

14. Holiday Pay

The local parties will meet within 90 days of ratification to discuss the issue of holiday pay. In the event the parties are not able to agree upon a payment mechanism, the provisions of the expired collective agreement will continue to apply, including the renewal of the LOU.

15. Scheduling of Part Time Employees

During the course of 2016 Negotiations the parties discussed the need to revise the current schedules of the workforce in order to provide care for our patients, to provide stable shifts for the employees by maximizing hours available and to eliminate Casual Part-time through attrition. The parties have agreed to the following:

- 1) Four new additional Full- time positions would be created.
- 2) Full- time employees can agree to work 67.5 hours bi-weekly, with the first right to pick up 7.5 hours.
- 3) Part- time employees would maximize hours where available to create lines.
- 4) All employees would be canvassed by seniority to pick a line i.e. Full time would select first a full – time line, then part- time until all lines were filled.
- 5) Any open shifts would be put on the pick-up list, failing any volunteers, the remaining Casual part – time would be scheduled by rotation in seniority order.
- 6) The remaining Casual Part –time employees would be grandfathered, however in the event that these Casual part – time employees vacated the position, only new part – time employees would be hired, and in the event, there were shifts that needed to be filled after all other internal options under the collective agreement were exhaust the most junior part- time employees could be scheduled.
- 7) Going forward any line vacated would be filled by the posting procedure.

16. 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.

17. Racial Justice Advocate

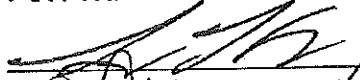
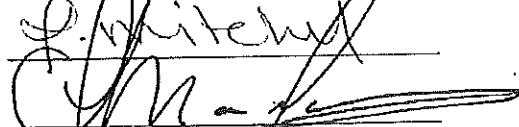
The parties are committed to promoting workplace diversity and inclusion, including but not limited to persons who identify as members of the Black, Indigenous, or racialized community. The Union will identify an advocate to be included within their current complement of Union Representatives to address issues facing the Black, Indigenous, or racialized community.

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

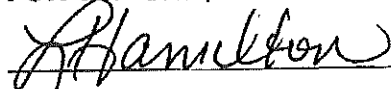
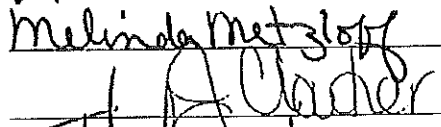

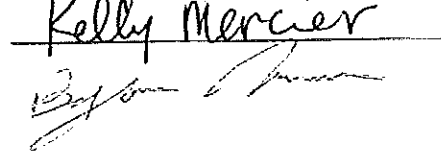
The Employer will recognize an employee who is elected by the Union as an advocate and should this representative require unpaid time off, such requests for time off shall not be unreasonably denied. A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous, or racialized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

All of which are signed and dated this 14 day of April, 2023.

FOR THE EMPLOYER


J. Mitchell

M. McCune

FOR THE UNION


Hamilton
Melinda Metzloff

J. Clacher

T. H. [unclear]
Kelly Mercier

[unclear]

Letter of understanding: re vacation Article 15.04

Between: BRAEMAR RETIREMENT CENTRE (NURSING HOME) and UNIFOR and its Local 2458

The parties agree:

The vacation planner will be posted no later than February 15th of each year for Summer submission (period covering June 15th to December 17th) vacation requests must be submitted no later than April 15th. The employer will post the approved vacation schedule by June 1st of each year.

The vacation planner will be posted no later than August 15th of each year for Winter submission (period January 6th to June 14th) vacation requests must be submitted no later than October 15th. The employer will post the approved vacation schedule by December 1st of each year.

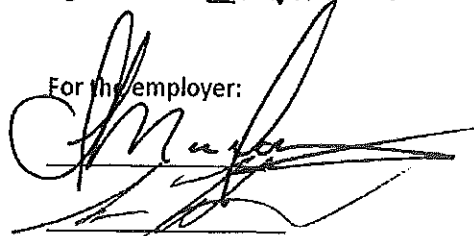
Requests submitted by these dates will be awarded based on seniority, subject to operational requirements.

Requests submitted after these dates will be awarded first come first serve.

Once the vacations have been approved, they shall not be changed unless mutually agreed upon by the employee and the employer.

april
Agreed on the 22 of March 2023

For the employer:



For the Union:

