

# **COLLECTIVE AGREEMENT**

Between:

**CHATEAU PARK NURSING HOME**

- And -

**UNIFOR AND IT'S LOCAL 2458**



**unifor**  
theUnion | lesyndicat

**EFFECTIVE FROM FEBRUARY 2<sup>ND</sup>, 2022 TO AND INCLUDING FEBRUARY 1<sup>ST</sup>, 2025**

## TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE .....	3
ARTICLE 2 - UNION RECOGNITION .....	3
ARTICLE 3 - MANAGEMENT RIGHTS .....	4
ARTICLE 4 - UNION REPRESENTATION .....	5
ARTICLE 5 - UNION SECURITY .....	5
ARTICLE 6 - GRIEVANCE PROCEDURE .....	6
ARTICLE 7 - POLICY GRIEVANCES .....	8
ARTICLE 8 - DISCHARGE/SUSPENSION/DISCIPLINE .....	8
ARTICLE 9 - ARBITRATION PROCEDURE .....	9
ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE .....	10
ARTICLE 11 - NO STRIKES OR LOCKOUTS .....	10
ARTICLE 12 - SENIORITY .....	10
ARTICLE 13 - HOURS OF WORK AND OVERTIME .....	14
ARTICLE 14 - PAID HOLIDAYS .....	16
ARTICLE 15 - VACATIONS .....	17
ARTICLE 16 - SICK LEAVE .....	19
ARTICLE 17 - LEAVES OF ABSENCE .....	21
ARTICLE 18 - HEALTH AND WELFARE .....	26
ARTICLE 19 - NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN .....	29
ARTICLE 20 - SHIFT AND WEEKEND PREMIUM .....	31
ARTICLE 21 - UNION BULLETIN BOARDS .....	31
ARTICLE 22 - JOB VACANCIES AND NEW JOBS .....	32
ARTICLE 23 - JOB SECURITY .....	33
ARTICLE 24 - JOB ASSIGNMENTS/TRANSFERS .....	33
ARTICLE 25 - UNIFORMS .....	34
ARTICLE 26 - HEALTH AND SAFETY COMMITTEE .....	34
ARTICLE 27 - RATES OF PAY .....	35
ARTICLE 28 - RETROACTIVITY .....	36
ARTICLE 29 - TERM OF AGREEMENT .....	36
ARTICLE 30 - HARASSMENT .....	37
ARTICLE 31 - RETURN TO WORK .....	39
SCHEDULE "A" - CLASSIFICATIONS AND WAGE RATES .....	40
LETTER OF UNDERSTANDING #1 - RE: CMI RESULTS .....	41
LETTER OF UNDERSTANDING #2 - RE: PENSION PLAN .....	41
LETTER OF UNDERSTANDING #3 - RE: NON-BARGAINING UNIT PERSONNEL .....	42
LETTER OF UNDERSTANDING #4 - RE: GROUP INSURANCE CLAIMS .....	42
LETTER OF UNDERSTANDING #5 - RE: STAFF CALL IN .....	42
LETTER OF UNDERSTANDING #6 - RE: EMPLOYEE ASSISTANCE .....	43
LETTER OF UNDERSTANDING #7 - RE: PAID EDUCATION LEAVE .....	43
LETTER OF UNDERSTANDING #8 - RE: NEW HIRE AVAILABILITY .....	43
REQUIREMENTS .....	43
LETTER OF UNDERSTANDING #9 - RE: PART-TIME HOLIDAYS .....	43
LETTER OF UNDERSTANDING #10 - RE: WOMEN'S ADVOCATE .....	44
LETTER OF UNDERSTANDING #11 - RE: WORKLOAD REVIEW .....	44
LETTER OF UNDERSTANDING #12 - RE: LIABILITY INSURANCE .....	45
LETTER OF UNDERSTANDING #13 - RE: WORKING SHORT .....	45
LETTER OF UNDERSTANDING #14 - RE: PAY EQUITY .....	46
LETTER OF UNDERSTANDING #15 - RE: SCHEDULING .....	46
LETTER OF UNDERSTANDING #16 - RE: PANDEMIC .....	46
LETTER OF UNDERSTANDING #17 - RE: VACATION PAY BANK .....	47

---

## **ARTICLE 1 - GENERAL PURPOSE**

---

- 1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide an orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Home.
- 1:02 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 workplace while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost during such investigation. This reflects the understanding of the parties that an employee should be considered innocent of all allegations until an investigation is complete. The Employer agrees that when an employee is sent home with pay pending investigation, and 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, a Committee person will be advised not later than the next business day.

All investigations will be completed as quickly as possible. 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. When an investigation exceeds ten (10) days an explanation of the delay will be provided to the Unit Chair or Designate.

All persons involved in an investigation shall keep confidential any information obtained during an investigation until such time as the investigation is complete and action, if any, is taken.

---

## **ARTICLE 2 - UNION RECOGNITION**

---

- 2:01 (a) The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Chateau Park Nursing Home, (DTC Long Term Care LP), in Windsor, save and except supervisors, persons above the rank of supervisor, professional medical staff, registered, graduate and undergraduate nurses, pharmacists, dieticians, office, clerical and technical staff, and students employed during the school vacation period. Further, the parties agree to merge the certificates issued respecting full-time and part-time member of the bargaining unit such that this Collective Agreement shall govern both.
- (b) The Employer agrees that it will not enter into any other agreement with employees either individually or collectively which will conflict with any of the provisions of this agreement.
- 2:02 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage, training, upgrading, promotion, transfer, layoff, recall, discipline, classifications, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by

reasons of her membership or activity in the Union, or in the exercise of her rights under this Agreement.

- 2:03 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined. Where the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine pronoun, and vice-versa, where the context so requires.
- 2:04 A full-time employee shall be normally scheduled eighty (80) hours biweekly including an unpaid lunch. Part-time employees shall be normally scheduled on the posted work schedule for forty-eight (48) or fewer hours biweekly. A part-time employee shall not be eligible for full-time benefits by the number of hours worked over and above the posted work schedule.

---

### **ARTICLE 3 - MANAGEMENT RIGHTS**

---

- 3:01 The Union acknowledges that the Employer retains all historical rights of management (except where modified by this agreement) and without limiting the forgoing, it is the function of the Employer:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Nursing Home;
  - (b) To maintain order, discipline and efficiency and in connection therewith, to establish, review, revise and enforce reasonable rules and regulations, policies and practices from time to time to be observed by all employees;
  - (c) To hire, transfer, layoff, recall, promote, demote, classify, assign areas of responsibility, suspend, discharge or otherwise discipline for just cause, provided that a claim of discriminatory transfer, promotion, demotion; classifications, discharge or discipline or a claim that an employee who has completed her probation has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee may be the subject of a grievance and dealt with as hereinafter provided, if such discharge is discriminatory, arbitrary or in bad faith.
  - (d) To plan, direct and control the work and the operations of the Nursing home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the planning or splitting up of departments, and the increase or reduction of personnel in a particular area or overall.
- 3:02 The Employer shall not exercise its rights herein and/or enforce rules and regulations in an unreasonable or arbitrary manner and/or in a manner that is inconsistent with the Collective Agreement.
- 3:03 The Employer will notify the Union committee, in writing, of any alterations of the present rules or regulations or of new regulations prior to their implementation.

---

## **ARTICLE 4 - UNION REPRESENTATION**

---

4:01 The Union shall elect or otherwise select a Union Committee composed of not more than three (3) members, one of whom shall be designated as the Chief Steward and the Employer will recognize the said Committee for the purpose of handling any grievances or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including negotiations for or renewal of any Agreement.

4:02 The Union Committee shall have the right at any time to have the assistance of a Union Representative of the National Automobile, Aerospace, Transportation and General Workers of Canada (Unifor) and its Local 2458 in all Union/Employer relations.

Such Union Representative shall have access to the Home's premises, at a time mutually arranged, to discharge such duties as a representative of the Union.

4:03 The Union acknowledges that the Union Committee Members have regular duties to perform on behalf of the Employer and such persons will not leave their duties to function as a member of the Union Committee without notifying their immediate Supervisor. Such permission from the immediate Supervisor will not be unreasonably withheld.

4:04 The Union agrees to supply the Employer with the names of the Union Committee Members and will keep such list up to date at all times.

4:05 The Employer agrees to provide a Union representative with fifteen (15) minutes to interview new employees during their first thirty (30) days of employment.

4:06 Where a member of the negotiating committee is scheduled on the afternoon or midnight shift on the day of negotiations, her schedule shall be amended so that the day shift is considered as time worked. The first shift of the day is the midnight shift. It is agreed that meetings between the Employer and the Union Committee called at the request of either party will normally be held during regular working hours, unless mutually agreed.

4:07 The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiation of the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off the actual day of the negotiating meeting.

---

## **ARTICLE 5 - UNION SECURITY**

---

5:01 All employees covered by this Agreement shall have Union dues deducted monthly as a condition of employment.

5:02 All present employees who are members of the Union covered by this Agreement shall remain members in good standing for the duration of their employment as a condition of employment.

5:03 All new employees, upon successful completion of probation shall remain members in good standing for the duration of their employment, as a condition of employment.

5:04 The Employer shall send to the Union office, each month, a list of the names, addresses and classifications of all new employees and the names and current addresses of those employees who have terminated employment and the reasons supplied the Employer for termination.

5:05 The Employer agrees during the lifetime of the Agreement to deduct Union dues from the first pay due each calendar month and to remit same not later than the 25<sup>th</sup> day of the same month to the Secretary-Treasurer of the Local Union. The Employer shall, when remitting such dues, list the names and classifications of the employees from whose pay such deductions have been made.

The Employer shall also send to the Union each month with the dues remittance a list of employees from whom dues have not been deducted and the reason for this (ie. employment terminated, leave of absence, etc.).

5:06 New employees shall have deductions for Union dues made from the first pay of the month following completion of three (3) weeks of employment.

5:07 T-4 slips issued annually to employees shall show deductions made for Union dues.

5:08 The Union will save the Employer harmless from any claims that may arise from any deductions for wages in respect to check-off of Union dues or any action taken at the request of the Union.

---

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

---

### **6:01 Individual Grievance**

(a) A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this agreement, including any questions as to whether the matter is arbitrable, and an allegation that this agreement has been violated.

### **Group Grievance**

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

6:02 It is understood that an employee has no grievance until the employee has given their immediate supervisor an opportunity to adjust their complaint. The supervisor shall have two (2) days to reply to a verbal complaint, if the reply is unsatisfactory or if the supervisor fails to reply, the employee may proceed with the steps of the grievance procedure.

An employee must raise a grievance within ten (10) calendar days of the date she becomes aware, or should reasonably have become aware, of the matter giving rise to the grievance.

### **Step 1**

Failing a satisfactory settlement, the aggrieved employee shall present her grievance, in writing, to the Supervisor, or in the Supervisor's absence, her designate who shall consider it in her presence.

### **Step 2**

Should no settlement satisfactory to the employee be reached within five (5) working days, the aggrieved employee shall present her grievance, in writing, to the Administrator, or in the administrator's absence, her designate who shall consider.

6:03 All written grievances shall clearly state the nature of the grievance, the person(s) involved, the article allegedly violated, and the redress sought in concise terms. During the grievance process, the Union may clarify any uncertainty in the written grievance.

6:04 Employees are entitled to union representation at any meetings with the Employer for the purpose of assisting the employee with any grievance or complaint.

### **6:05 Grievance Mediation Process**

(a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.

(b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.

(c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

(d) The parties shall agree on a mediator.

(e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.

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

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

(h) If no settlement is reached within 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.

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

## **ARTICLE 7 - POLICY GRIEVANCES**

- 7:01 The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances which gave rise to the grievance orientated or occurred.

However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

## **ARTICLE 8 - DISCHARGE/SUSPENSION/DISCIPLINE**

- 8:01 A claim by an employee that she or he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator or designate within five (5) days after the Employee has received his/her discharge notice. Such grievance will be taken up at a special meeting with the Administrator or designate at Step 2 of the Grievance procedure.

- 8:02 In the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed:

The employee shall be notified in writing of the action/or penalty, with a copy to the Chairperson of the Union of the Union Committee.

- 8:03 In the event the Employer is dissatisfied with the work of an employee and corrective discussion has not resolved the problem, the Employer shall notify the employee, in writing, of the dissatisfaction concerning his/her work within ten (10) working days of the incident giving rise to the complaint, with copies to the Chairperson of the Union Committee. This notice shall include the particulars of work performance which lead to the complaint. If this procedure is not followed, such complaint shall not become a part of the employee's record.

- 8:04 Records of disciplinary action will be removed from the employee's personnel record files after eighteen (18) months from the date of discipline. Such records will not be removed where a disciplinary action arises from an interaction with residents until thirty-six (36) months has 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 eighteen (18) month period noted above.

- 8:05 An employee shall, upon written request, be granted the opportunity to view his/her personnel file. Information to be viewed will be:

- (a) application form;
- (b) Written warnings and evaluations;
- (c) Incident reports;
- (d) Medical file.



8:06 An employee, subject to discipline, including verbal warning, shall have the right to the presence of a Union Committee Member at the time that disciplinary action is taken if he/she so chooses.

**8:07 Investigation of Alleged Resident Abuse**

The parties agree that the abuse of residents will not be tolerated and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of 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.

Where an employee is interviewed by the Employer as a witness to an alleged abuse, she will have the right to request the assistance of a union representative provided such representative is available at the time the Employer conducts the interview.

All investigations will be completed as quickly as possible. 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 9 - ARBITRATION PROCEDURE**

---

9:01 Should no settlement satisfactory to a grievance be reached within five (5) calendar days after the presentation at Step 2, the matter may be referred to arbitration within thirty (30) calendar days by a request in writing addressed to the other party.

9:02 The parties shall use a single Arbitrator to decide unresolved grievances between them, selected from below:

Wes Rayner;  
Norm Jesin;  
Gordon Luborsky

9:03 The cost of the Arbitrator shall be shared equally by the Employer and the Union.

9:04 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the Employee (or Employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and to as not to interfere with the function of the Home.

9:05 The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, nor 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.

- 9:06 Time limits in Articles 6, 7, and 8 are mandatory. Where a time limit is not observed, the grievance shall be deemed to be abandoned. Time limits in these three (3) articles may be extended by agreement of the parties and such agreement will not be unreasonably withheld.

---

## **ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE**

---

- 10:01 Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and work load issues.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed. It is understood that where full and part-time agreements are separate, there shall be one (1) committee only.

---

## **ARTICLE 11 - NO STRIKES OR LOCKOUTS**

---

- 11:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

---

## **ARTICLE 12 - SENIORITY**

---

- 12:01 A new employee will be considered on probation until he/she has completed sixty (60) days of work. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date he/she was last hired by the Employer.
- 12:02 (a) Seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, assignments, and as set out in the other provisions of this Agreement.
- (b) Where two (2) or more employees would otherwise have the same seniority, seniority shall be determined by drawing numbers or lots.
- 12:03 In cases of promotion, demotion, transfer, assignment, seniority shall prevail provided that the senior employee possesses the necessary qualifications and ability to perform the normal requirements of the job.

12:04 The Employer will provide seniority lists twice per year, January 31 and July 31. The Employer will supply the Union Committee Members, and will post on the Bulletin Boards, sufficient copies of the Seniority Lists as of January 30 and July 30, preceding as well as forwarding a copy to the Local Union Office.

**12:05 Loss of Seniority**

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

- (a) voluntarily resigns, retires or is discharged and not reinstated pursuant to the grievance and arbitration procedures.
- (b) is absent from work for more than thirty-six (36) months by reason of illness or other physical disability; and there is no reasonable likelihood the employee will return to work within the foreseeable future.
- (c) is absent from work without reasonable excuse for more than three (3) consecutively scheduled work days.
- (d) is absent from work for more than thirty-six (36) months as a result of layoff.
- (e) is absent from work for more than thirty-six (36) months as a result of a Workplace Safety and Insurance Board related leave and there is no reasonable likelihood the employee will return to work within the foreseeable future.

12:06 Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to the length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefit in which he/she is participating of the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of one year if any employee's absence is due to a disability resulting in WSIB benefits.

**Benefits/Workers Safety and Insurance Board - Paid Leave**

- (d) The Employer shall continue to pay premiums for benefit plans for Employees who are on paid leave of absence or Workers Safety and Insurance Board if the Employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Workers Safety and Insurance Board shall continue for up to thirty (30) months following the date of the injury.

**12:07 Layoff and Recall**

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

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

**12:08 Layoff Procedure**

- (a) In the event of layoff, the Employer shall first layoff employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
  - (i) accept the layoff; or
  - (ii) first bump an employee with less seniority in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
  - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
  - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.
  - (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
  - (vi) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within ten percent (10%) of the laid off employee's regularly scheduled bi-weekly hours within her classification.

- (vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.

It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

#### **12:09 Recall Rights**

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified.

The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

- (e) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work.

An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.

- (f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.

#### 12:10 **Benefits on Layoff**

In the event of a layoff, provided the employee deposits with the Home her share of 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 lay off occurs, or until the laid off employee is employed elsewhere, whichever comes first.

- 12:11 It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

- 12:12 Severance pay will be in accordance with the provisions of the *Employment Standards Act*.

---

### **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

---

- 13:01 The following is intended to define the normal hours of work for the full-time employees but shall not be interpreted as a guarantee of hours of work per pay or per weeks, or days of work per week.

- 13:02 The normal hours of work shall be seven and one-half (7.5) hours per shift.

- 13:03 Normally two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than six (6) consecutive days without days off. The seventh day would be paid at overtime rates.

- 13:04 There shall be one (1), fifteen (15) minute paid break for each shift of a duration of less than seven and one half (7-1/2) paid hours. There shall be two (2), fifteen (15) minute paid breaks for each shift of a duration of seven and one half (7-1/2) paid hours. For each shift of a duration of more than five (5) paid hours, there shall be an unpaid meal period of one half (1/2) hour.

- 13:05 The Employer shall endeavour to schedule all employees off every second weekend, but guarantees two (2) weekends out of four (4) for full time employees and one (1) weekend out of three (3) for part time employees, unless hired for permanent weekends.

- 13:06 Schedules covering four (4) weeks of work shall be posted at least four weeks in advance of the current work period and remain posted for the duration of the schedules.

Once posted, the schedule for full time employees shall not be changed unless mutually agreeable between the parties. The schedule for part time employees shall not be changed without seventy-two (72) hours notice to the employee(s) involved, except in the case of mutual consent. Part-time employees will be notified when such schedule is changed as above.

- 13:07 There shall be a minimum of sixteen (16) scheduled hours off between each shift for full time employees and twelve (12) scheduled hours between shifts for part time employees.

- 13:08 (a) When a full time employee is called into work on a non-scheduled shift and where the call in is requested within one half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call then the employee will be paid as if the entire shift has been worked.

- (b) Overtime shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of seven and one-half (7.5) hours per day or seventy five (75) hours bi-weekly. Overtime shall not be compulsory.

- (c) A free meal will be provided to employees who are unexpectedly scheduled to work overtime in excess of three (3) hours after the end of their shift.

- 13:09 Those employees working the last shift when the change from daylight saving to standard time, or vice versa occurs, shall be paid for the exact number of hours worked during the shift.

**13:10 Special Circumstances Scheduling**

The Employer and the Union may agree to adjust the schedule of a full time employee who normally works 75 hours bi-weekly to enable an average bi-weekly work assignment of 60 to 75 hours.

Such arrangement shall apply only to an individual, not to a position or otherwise. Issues related to vacation, paid holidays and benefit coverage will be determined by the Employer and the Union. The employee will otherwise retain full time status.

Any arrangement may be discontinued on notice as provided within the agreement. In the event an affected employee resigns, transfers, is laid off or terminated, the arrangement will end immediately, and the full time position would be posted, unless the parties agree otherwise.

All arrangements are based on individual circumstances and each agreement is without prejudice or precedent.

**13:11 Mandatory Education and In-Services**

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

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

This shall include probationary employees.

**13:12 Scheduling Part-time Employees**

Part-time employees will be scheduled available hours in accordance with this agreement.

**13:13 Call-ins**

All other hours that become available once the schedule is posted will be filled in accordance with this agreement.

**13:14** Employees may switch shift with employees with their department. Such requests shall be made at least forty-eight (48) hours prior to the exchange. Requests will not be unreasonably denied and in extenuating circumstance will be considered with less notice. Exchange of shifts shall not result in overtime payment. Exchanges do not have to be for equal hours. Exchanges shall not be used to alter the master schedule on a regular basis.

---

## **ARTICLE 14 - PAID HOLIDAYS**

---

**14:01** Employees will be credited with seven and one-half (7.5) hours pay computed at straight time for each of the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Truth and Reconciliation Day	

Employees shall be entitled to the paid holidays as above set forth and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Government.

**14:02** An employee who is required to work on any of the above-mentioned holidays will receive, at the employee's option, either:

- (a) Pay at a rate of time and one-half (1-1/2) the employee's regular rate of pay for work performed on such holiday in addition to the pay set out in Article 14:01; or
- (b) Pay at the rate of time and one-half (1-1/2) the employee's regular rate of pay for work performed on such holiday and a lieu day off with pay within forty-five (45) days following the holiday. Such lieu day off to be selected by the employee and acceptable to the Employer.

**14:03** If one of the paid holidays occurs during an employee's vacation or on an employee's regular day off, the employee will be credited with an additional day off.

**14:04** In order to qualify for holiday pay, an employee must:



- (a) Work at least ten (10) days out of the twenty-eight (28) days immediately preceding the holiday;
- (b) Must work his/her scheduled shift immediately preceding and immediately following the holiday, unless absent due to illness or injury or an approved leave of absence.

14:05 There shall be no pyramiding of premium pay, overtime pay or paid holiday pay.

14:06 The Employer shall endeavour to provide all employees with three (3) days off over Christmas or New Years. Employees will alternate between Christmas and New Years off each year. In the event there are too many requests for either holiday, the deciding factors shall be:

- (a) Which holiday the employee worked the previous year; then
- (b) Departmental seniority

If there is an availability to get both Christmas and New Year's off, it will be offered by seniority.

## **ARTICLE 15 - VACATIONS**

15:01 It is mutually agreed all employees shall receive vacation with pay on the following basis:

- (a) Less than one year seniority - one day a month to a maximum of ten (10) days at the rate of four (4) percent of gross earnings.
- (b) One or more years'; seniority - two (2) weeks at four (4) percent of gross earnings.
- (c) Three or more years'; seniority - three (3) weeks at six (6) percent of gross earnings.
- (d) Eight or more years'; seniority - four (4) weeks at eight (8) percent of gross earnings.
- (e) Fifteen or more years'; seniority - five (5) weeks vacation at (10) percent of gross earnings.
- (f) Twenty-two (22) or more years'; seniority - six (6) weeks vacation at twelve percent (12%) of gross earnings.
- (g) Twenty-eight (28) or more years'; seniority - seven (7) weeks vacation at fourteen percent (14%) of gross earnings.

For the purposes of clarity, the parties agree that the term gross earnings when used in this clause shall mean the gross earnings reported on the Employees T4 slip from the previous year.

Employees are entitled to vacation in accordance with seniority at any time during the year in which their anniversary date falls, subject to other conditions contained in this clause and subject to the understanding that if an employee takes her full vacation allowance prior to her anniversary date, and subsequently leaves the employ of the home prior to that anniversary date, she shall be responsible for repayment of the extra weeks vacation taken.

- 15:02 (a) The time of vacation for each employee each year will be mutually arranged between the employee and the Employer, provided, however, that if there is a dispute over a respective vacation date between the employees, seniority of an employee shall be the governing factor. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- (b) Vacations will not be granted between December 15 and January 7. Individual requests will be evaluated by the Administrator and granting same will be subject to the operations of the home. Denial of requests will not be the subject of a grievance.
- (c) The vacation year shall be the calendar year. Vacation schedules will be posted on March 1 of each year and shall remain posted until April 1. Employees shall indicate their preference for vacation during this period, for the remainder of the calendar year up to December 15.

Where two (2) or more employees in the same department request the same vacation period and the conflict cannot be resolved, seniority shall govern. The final schedule shall be posted by May 1.

Vacation requests made after May 1, or time requested prior to May 1, shall be granted on a first come, first served basis, provided the employee gives the Employer at least two (2) weeks written notice, unless such notice is not reasonably possible to give, and mutual agreement can be reached on the dates requested. For full time employees, vacation must be taken and shall be paid on that week's regular pay at the time of taking vacation. Part time employees will have the option to have their vacation pay paid out twice annually, on the second pay period in January and/or the second pay period in June, provided the part-time employee completes the designate form. Unused vacation pay will be paid out the first pay in January for the pervious vacation year.

- 15:03 An employee who leaves the employ of the Employer for whatever reason shall be paid the vacation allowance as provided herein.
- 15:04 Employees going on vacation shall receive their vacation pay via separate cheque prior to the start of their vacation if requested two (2) weeks in advance. Vacations should start on a Monday unless otherwise requested by the employee.
- 15:05 An employee who becomes sick immediately prior to going on vacation and is thus prevented from taking vacation shall have his/her vacation rescheduled after all other vacation periods have been granted, providing the employee provides satisfactory evidence to his/her department head of such illness. If, during the employee's vacation he/she becomes incapacitated and is confined to hospital under the care of a medical doctor, the duration of such confinement shall be considered as sick time and any unused

vacation will be rescheduled. The employee is responsible for notifying the department head of such incapacitation when it occurs.

15:06 The Employer shall provide employees with either the weekend off before vacation or the weekend off immediately after vacation. Where possible (subject to the operations of the home) the Employer will endeavour to provide both weekends off.

15:07 Employees shall, if they so request, be permitted to take up to two (2) weeks of vacation per year in increments of one (1) day or more up to a total of ten (10) days of leave.

All other vacation shall be taken in weeks. Where requests for single days of vacation are made, these shall not be granted if to do so would prevent the granting of a week of vacation.

---

## **ARTICLE 16 - SICK LEAVE**

---

All sick days accumulated up to the date of ratification will be converted to the dollar value in effect as of June 1, 1989 and placed in the accrual bank of each Employee.

16:01 Sick leave with pay is for the sole purpose of protecting employees against loss of income during periods of legitimate personal illness.

16:02 All employees upon completion of probation will earn sick leave credits as follows:

- (a) Full time employees will earn one (1) day per month providing they earn wages on ten (10) days in the calendar month. Upon completion of probation full-time employees will be credited with three (3) sick leave credits.
- (b) Part-time employees will earn one (1) day for each one hundred and twenty-five (125) hours worked.
- (c) The unused portion of sick leave credits shall accumulate to a maximum of ninety (90) days.
- (d) Sick leave credits will be converted to the dollar value in effect in the month in which it was earned, the dollar amount will be recorded in the employee's accrual bank.
- (e) Employees may draw from the dollar bank for absences due to illness until the employee's bank is exhausted.

16:04 Absences due to injury or compensable by Workers Safety and Insurance Board shall not be charged against sick leave credits or entitlements.

An employee who is absent from work as a result of an illness or injury sustained at work, and who has waited for a period longer than one (1) complete pay period, may apply to the employer for payment equivalent to the lesser of the benefit she would receive from Workers Safety and Insurance Board, if her claim was approved, or the benefits to which she would have been entitled under the present sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that

any payments will be refunded to the Employer following final determination of the claim by the Workers Safety and Insurance Board.

If the claim for Workers Safety and Insurance Board is not approved, the amount paid as an advance will be applied toward the benefits to which the employee would be entitled under the sick leave plan. If the claim for Workers Safety and Insurance Board is approved, and the monies paid by the Employer are reimbursed to the Employer, the employee will have her benefits or sick leave credits used under this provision re-credited to her. Any payment under this provision will continue for as long as the employee has credits under the sick leave plan.

16:05 Sick leave pay shall not be claimed during periods of vacation, holidays, bereavement leave or other leaves of absence except as provided below:

- (a) Sick leave pay may be claimed during periods of vacation or holidays if hospitalized for non-elective reasons and supported by a medical certificate verifying such hospitalization. The displaced vacation or holiday will be taken at a later time mutually agreeable between the Employer and the employee concerned.
- (b) For the fifth and succeeding occurrence of illness in any calendar year, the first day of absence will not be paid.

16:06 As of June 30<sup>th</sup> of each year the Employer will provide to each employee a notice of all accumulated dollars in his/her sick bank if requested with two (2) weeks notice.

16:07 Employees absent on account of illness will provide the Employer with eight (8) hours notice where possible.

16:08 Employees will provide notice of intent to return to work after an absence due to illness by at least 3:00 pm of the day prior to their next scheduled shift. Failure to do so may result in the employee being replaced and sent home from work without pay.

**16:09 Annual Medical and Sick Leave Certificate**

The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto.

In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.

In the alternative, the employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances, the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

**16:10 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, she 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 she 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. The employee shall be required to contact the Administrator of the facility, or her 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.

---

## **ARTICLE 17 - LEAVES OF ABSENCE**

---

### **17:01 Personal Leave**

The Employer may grant leave of absence without pay to any employee for legitimate personal reasons. Employees who are absent resulting from such leave of absence shall not be considered to be laid off and their seniority and benefits under this Collective Agreement shall continue to accumulate during such absence.

### **17:02 Pregnancy and Parental Leave**

- (a) Pregnancy and Parental leaves will be granted in accordance with the *Employment Standards Act* of Ontario unless otherwise amended.
- (b) **Pregnancy Leave**
  - (i) An employee who is pregnant shall be entitled, upon applications, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the

Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

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

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks notice of her intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article a upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave may be taken under Article 17:02 (j) Parental Leave.

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

An employee on pregnancy leave shall be paid a supplemental Employment Insurance Benefit.

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

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

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

Such payments shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

- (c) An employee who does not apply for leave of absence under Article (b)(i) and who is otherwise entitled to pregnancy leave, shall be granted leave of absence in accordance with Article 11:02 (b)(ii) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions from the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- (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. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

- (f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article (e).
- (g) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- (h) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under subsection (j) of this provision. The employee shall give the Employer, at least two (2) weeks notice, in writing that she intends to take parental leave.

(j) **Parental Leave**

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (iii) Parental leave must begin no later than fifty-two (52) weeks after the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- (iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (iv) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- (v) For the purposes of parental leave under Article 17:02 (j), Parental Leave, the provisions under (a), (b), (e), (f), (g), (h) and (i) shall also apply.

#### **17:03 Bereavement Leave**

- (a) Compassionate leave of absence of three (3) days with pay shall be granted to a seniority employee upon application to the Employer in the event of a death of a member of the employee's immediate family commencing the date of the death and ending the fourth day after the funeral/service or death. This shall include parent, step-parent, foster-parent, spouse, common-law spouse, child, step-child, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, daughter-in-law, sister-in-law, brother-in-law, son-in-law, grandparent and grandchild.
- (b) It is understood and agreed that a bereaved employee may request and may be granted additional time off, without pay, for the purpose of travel and/or other matters related to the estate of the deceased.
- (c) All employees can apply to use one (1) paid bereavement day to which she would otherwise be entitled in accordance with this clause for use at a later date to attend an interment or equivalent service.
- (d) One (1) day shall be granted with pay, to all employees, in the event of the death of an uncle, aunt, niece or nephew.

#### **17:04 Union Leave**

- (a) The Employer shall grant a leave of absence without pay for the purpose of Union membership to attend Union business, educational seminars, etc.



Any requested Union Leave of Absence will be directed, whenever possible, to the Employer at least seven (7) days prior to such leave of absence commencing.

- (b) While on unpaid union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension) and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension, but would not include Health and Welfare and weekly indemnity premiums.

In the case of leave under this paragraph of five (5) consecutive days or more, the Union will reimburse the Employer for a prorated share of the monthly cost of premiums as noted above.

- (c) The Employer shall grant a leave of absence without pay and without benefits for a period of up to one (1) year to an employee for the purpose of accepting a full-time staff or elected position with the Union. Request for leave must be submitted in writing one month prior to the commencement of the leave. The employee shall provide the Employer notice of one (1) month of intent to return to work prior to the leave ending.

#### **17:05 Education Leave**

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

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) 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.

#### **17:06 Jury and Witness Duty**

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the 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 he 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, travelling and meal allowance, and an official receipt thereof.

#### **17:07 Family Leave**

An employee may be entitled to Family Medical Leave as provided for in, and in accordance with, the Employment Standards Act.

If entitled such leave shall be granted in accordance with the requirements and rights as set out in the Employment Standards Act.

---

## **ARTICLE 18 - HEALTH AND WELFARE**

---

18:01 The Employer agrees to pay the following:

(a) For full-time employees (work more than twenty-four (24) hours per week):

- (i) One hundred percent (100%) of the billed premium rate for a \$10/\$20 deductible extended health care plan -coverage to include prescription drugs and prescribed glasses (\$325.00 per person every twenty-four (24) months). The amount shall increase \$375.00 effective February 2, 2023.

Not later than thirty (30) days following the date of ratification, chiropractor coverage will commence on the first visit.

Generic Substitution, reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

A Drug Card with a deductible of \$1.00 per prescription and a prescription filling fee cap of \$7.50.

Generic Substitution, unless specifically prescribed otherwise by the beneficiary's physician.

Specifically exclude lifestyle drugs as provided in the current benefits plan.

Each employee and dependent who is covered by the Plan will have coverage of \$35 for the cost of an eye examination once every two years.

- (ii) Seventy-five percent (75%) of the billed premium rate of a dental plan equivalent to a Blue Cross #7, \$25/\$25 deductible;
- (iii) One hundred percent (100%) of the billed premium rate of a \$25,000.00 group life insurance plan for each employee and the amount shall increase to 30,000.00 effective February 2, 2023.
- (iv) Positive enrolment shall be applied.
- (v) Mental Health - Not later than sixty (60) days following ratification, existing benefit plan shall be amended to provide a separate entitlement for eligible employees to Mental Health services by a psychologist, registered psychotherapist or social worker to a maximum of five hundred dollars (\$500.00) per year.

(b) For part-time employees (work less than twenty-four (24) hours per week) sixty percent (60%) of the billed premium for:

- (i) Extended Health Care - coverage including prescription drugs and prescribed eye glasses (\$325.00 per person every twenty-four (24) months), all subject to a \$10/\$20 deductible. The amount shall increase \$375.00 effective February 2, 2023.

Not later than thirty (30) days following the date of ratification, chiropractor coverage will commence on the first visit.

Generic Substitution, reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

A Drug Card with a deductible of \$1.00 per prescription and a prescription filling fee cap of \$7.50.

Generic Substitution, unless specifically prescribed otherwise by the beneficiary's physician.

Specifically exclude lifestyle drugs as provided in the current benefits plan.

Each employee and dependent who is covered by the Plan will have coverage of \$35 for the cost of an eye examination once every two years.

- (ii) Dental Plan - equivalent to Blue Cross #7, \$25/\$25 deductible;
- (iii) Group Life Insurance Plan – \$25,000.00 group life insurance plan for each employee and the amount shall increase to \$30,000.00 effective February 2, 2023.
- (iv) Positive enrolment shall be applied.
- (v) Mental Health - not later than sixty (60) days following ratification, existing benefit plan shall be amended to provide a separate entitlement for eligible employees to Mental Health services by a psychologist, registered psychotherapist or social worker to a maximum of five hundred dollars (\$500.00) per year.

18:02 It is agreed that the Employer can change the carrier of any plan, provided that there is no reduction in benefits, and provided that the Employer gives the Union not less than sixty (60) days notice of such change, and that the Employer furnishes the Union with full particulars of the plan to be substituted and if requested to do so, meets with the negotiating committee to discuss and explain the change proposed.

The Employer shall provide to the Union and to each employee, a current detailed information booklet outlining the coverage of each plan, on request in writing.

18:03 Except to the extent modified by 18.04, the obligation of the Employer is limited to ensuring that there is insurance coverage obtained to provide the benefits in 18.01 and not to provide those benefits directly.

#### 18:04 **Dispute 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 specified, then the grievance shall be referred to a single arbitrator, to be selected alternately from the list of arbitrators herein.
- (d) The Arbitrator shall, in his/her 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 his/her opinion appropriate.
- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrators 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 the insurers and the Union where the benefit is insured.
- (i) 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 rights 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 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, the grievances shall be transferred to the ordinary grievance/arbitration process.

(m) This Dispute Resolution provision applies to 18:01 (a) (i) and (ii) only.

18:05 For employees who turn age 65, the parties agree to follow the current benefit booklet regarding benefits and at age 70 workers previously entitled to benefits will receive in lieu, if any, as provided in this Agreement.

**18:06 Benefits for Late Enrolment**

An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article shall be entitled to enrol in the benefits under any one of the following conditions 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 his or her 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 she signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

---

**ARTICLE 19 - NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN**

---

19:01 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.
- (b) "Applicable Wages" means the basic straight time wages for all hours worked, including:
  - (i) the straight time component of hours worked on a holiday;
  - (ii) holiday pay, for the hours not worked; and
  - (iii) vacation pay.

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

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

Where legislation or the Plan prohibits contributions (due to age) it shall be paid to the employee directly.

- 19:02 Each eligible employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

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

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

- 19:03 The Employer and employee shall be paid to the Plan within thirty (30) days after the end of the calendar month' in which the pay period ends for which the contributions are attributable.

- 19:04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits. The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the 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 obligation exceeds that which the Employer would have if the Plan were a defined contribution plan.

- 19:05 The Employer agrees to provide to the Administrator 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.

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

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

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

For further specificity, the items required for each eligible employee by Article 19:05 of the agreement are:

- (i) **To Be Provided Once Only at Plan Commencement**  
Date of Hire;  
Date of Birth;  
Date of first Remittance;  
Seniority List (for the purposes of calculations past service credit).
- (ii) **To Be Provided with each Remittance**  
Name;  
Social Insurance Number;  
Monthly Remittance;  
Pensionable Earnings;
- (iii) **To Be Provided Once, and if Status Changes**  
Address as provided to the Home;  
Termination date when applicable.
- (iv) **To be Provided Once if they are Readily Available**  
Gender;  
Marital Status.

19.06 Where legislation or this plan prohibits an employee from contributing to the Pension Plan because of age, an amount equivalent to the contributions in Article 19.02 will be directed to a Mutual Fund of the employee's choice.

---

## **ARTICLE 20 - SHIFT AND WEEKEND PREMIUM**

---

20:01 In cases of Employer required rotation, all employees shall be paid a shift premium of thirty-five cents (35¢) per hour for all hours worked during each shift between 17:00 hours one day and 06:00 the next day.

### **Weekend Premium**

Fifty-five cents (55¢) per hour for all hours worked on or about 10:00 p.m. Friday to on or about 10:00 p.m. Sunday.

Increase weekend premium by ten cents (10¢) per hour effective first pay period after ratification 2022.

---

## **ARTICLE 21 - UNION BULLETIN BOARDS**

---

21:01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of

meetings and such other notices as may be of interest to the employees union membership.

---

## **ARTICLE 22 - JOB VACANCIES AND NEW JOBS**

---

22:01 It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring as a result of death, retirement, resignation, promotion, demotion, or termination of employment or any new jobs created, shall be posted on all bulletin boards for a period of seven (7) calendar days. The Employer shall fill such vacancy immediately on completion of the job posting procedures. Second and subsequent vacancies shall not be posted the next qualified candidate by seniority on the original posting shall be offered these posted position.

It is understood that with the knowledge of the Union Committee Chairperson, the Employer may temporarily fill the vacancy during the posting.

22:02 Employees shall have the right to bid during such seven (7) calendar day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received provided the senior employee possesses the necessary qualifications and ability to perform the work required.

22:03 In the event the successful applicant within thirty (30) working days of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, proves unsatisfactory or requests a return to his/her former position, he/she shall be returned to their former position without loss of seniority.

Where an employee is returned to his/her former position, then the next applicant by seniority for the posted position will be considered for the position prior to reposting.

22:04 If no applications to fill such vacancy or new job created are received from employees, then the Employer will fill the vacancy or new job created in any manner it sees fit. The Employer agrees to post on the Union Bulletin Boards the outcome of all job postings.

22:05 Copies of all job postings shall be submitted to the Chairperson as well as a copy of all applicants to each job.

22:06 Where a full-time position is temporarily vacant, for a period expected to be forty-five (45) days or less, the Employer will post the position as a temporary vacancy. Only the initial vacancy will be posted, and either full-time or part-time employees may apply.

Employees will be offered subsequent vacancies by seniority. When the absent employee returns to work, the successful applicant will be returned to her former position.

When a part-time employee works over one (1) month full-time, they shall be afforded all rights and benefits that are afforded to full-time employees, and shall be considered as full-time for all purposes until the employee returns to his/her former position, subject to the late application provisions of the applicable insurance plans, if any.



## **ARTICLE 23 - JOB SECURITY**

- 23:01 The Employer agrees not to contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual, part-time employees results from such contracting out.
- 23:02 Supervisors and all other persons including those persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases agreed upon by the parties which agreement shall not be unreasonably withheld.
- 23:03 The Employer agrees to notify the Union in advance of any technological changes or reductions in staff the Employer has decided to introduce which will affect employees within the bargaining unit.
- 23:04 The Employer also agrees to discuss these changes with the Union and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.

## **ARTICLE 24 - JOB ASSIGNMENTS/TRANSFERS**

- 24:01 An employee called on to perform duties in a higher rated category shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category that is next above his/her own rate.
- 24:02 **Transfers**  
When an employee transfers or is transferred from one department or classification to another department or classification, whether the wage rate is equal to or higher, he/she shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer. If the wage rate is less than the wage rate of the transferred employee he/she shall receive the corresponding rate vertically in the new classification.
- 24.03 **Reporting Pay**  
Employees who report to work for any shift without being notified to the contrary will be guaranteed at least four (4) hours of work or if no work is available will be paid for at least four (4) hours at the applicable rate.
- 24:04 **Call Back**  
An employee called back to work after leaving the premises who reports to work outside his/her normal, scheduled, hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours pay at time and one-half (1-1/2) his/her regular straight time hourly rate. For purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of his/her normal shift.
- 24:05 In lieu of call back pay, an employee may take equivalent time off with pay at a mutually agreeable time within forty-five (45) days following the call back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with paragraph 24:04.

---

## ARTICLE 25 - UNIFORMS

---

25:01 Employees shall be paid a clothing/maintenance allowance of eleven dollars (\$11.00) per month for full-time and seven dollars (\$7.00) per month for part-time. Payment will be made on the first payroll after December 31 each year.

Increase full-time uniform allowance by \$1.00 per month, effective February 1, 2017.

---

## ARTICLE 26 - HEALTH AND SAFETY COMMITTEE

---

26:01 The Employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace. The Employee shall comply with the *Occupational Health and Safety Act (1978)*.

26:02 A joint management and employees health and safety committee shall be constituted, with representation of at least half by employees from the bargaining unit, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet every quarter, unless either party requests a special meeting in which case they will meet more frequently. Scheduled time spent in such meeting is to be considered time worked.

Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

26:03 Members of the Health and Safety committee will be informed of Ministry of Labour Health and Safety Inspectors visits to the Facility.

26:04 The Joint Health and Safety committee and the representatives thereof, shall have reasonable access to the annual summary of data from the Workers Safety and Insurance Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost work days, the number of non-fatal cases that required medical aid without lost work days, incidents of occupational injuries, and such other data, as the Workers Safety and Insurance Board may decide to disclose.

26:05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

26:06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed.

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

26:07 The Employer shall:

- (i) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;

- (ii) Inform employees regarding the risks relating to their work, and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (iii) Ensure that the applicable measures and procedures prescribed in the Health and Safety Act are carried out in the workplace.

#### **26:08 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 stigma 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.

---

### **ARTICLE 27 - RATES OF PAY**

---

**27:01** During the term of this Agreement, the Employer and the Union agree that all payment of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which schedule is hereby made a part of this Agreement.

#### **27:02 Errors on Paycheques**

- (a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.
- (b) If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.
- (c) If the error is caused by the employee, then the error will be corrected on the next full pay period unless there is a reasonable explanation for the mistake in which case the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

**27:03** The parties agree that payroll will be completed by a direct deposit system and the pay will be calculated and paid on a bi-weekly basis. Employees will receive their pay stub on the bi-weekly pay day by email, or a printed copy if requested.

#### **27:04 New Classification**

When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and

notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate.

Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the Board of Arbitration (or arbitrator as the case maybe) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case maybe) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

---

## **ARTICLE 28 - RETROACTIVITY**

---

28:01 Retroactive payment is to be made within thirty (30) days from the expiry of the current agreement, ratification or award and applies to wages only based on hours paid by the Employer.

Employees who have left their employment will be notified by prepaid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days.

---

## **ARTICLE 29 - TERM OF AGREEMENT**

---

29:01 This Agreement shall become effective the 2<sup>nd</sup> day of February 2022 and shall continue in effect until the 1<sup>st</sup> day of February 2025 and thereafter from year to year unless amended through negotiations.

29:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) 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.

---

## **ARTICLE 30 – HARASSMENT**

---

30:01 It is agreed that harassment prohibited by the Ontario Human Rights Code including sexual harassment is offensive, degrading and threatening.

The Employer and the Unifor do not tolerate any form of prohibited harassment. This Article applies to circumstances in which one (1) bargaining unit member alleges harassment by another bargaining unit member.

30:02 **What is Harassment**

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

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

30:03 **Responsibilities**

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

- ▶ All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law;
- ▶ The Employer and the Unifor will jointly investigate all complaints;
- ▶ The Employer is available to discuss questions, concerns or complaints relating to harassment with the complainant and the 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;
- ▶ bullying;
- ▶ any form of violent behaviour.

30:04 The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

#### 30:05 **Procedure**

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

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment), are to be brought to the attention of the Employer and the Unifor. They may be either verbal or in written form.
2. The Employer and the Unifor will document the complaint and the individual will be informed of his/her rights.
3. The Employer will bring the matter to the attention of the person alleged to be responsible for the conduct of harassment and will attempt to resolve the matter informally.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
6. An internal resolution will be attempted between the complainant and the respondent by the Employer and the Unifor.
7. Where the joint investigation results in a finding that the complaint of harassment is substantial, 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 the Unifor.

9. At the conclusion of this step, the complaint, if unresolved by the complainant, will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved at Step 2 of the grievance procedure, it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.
11. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint Procedure.

#### **30:06 Violence Against Women**

The parties hereby recognize and share the concern that women may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation, will not be subject 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 or otherwise appropriate disciplinary measures.

---

### **ARTICLE 31 – RETURN TO WORK**

---

- 31.01 The Employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry 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 facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Labour Market Re-entry programs will include a statement that the Employer will make reasonable effort to provide modified duties and that the return to work plans will be based on the individual workers restrictions.

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.

The parties agree that the requirement to consult in the Return to Work language does not in any way mean that the Union's consent is required for the back to work program for the workforce.

## SCHEDULE "A" - CLASSIFICATIONS AND WAGE RATES

Classification	Step	Current Rate 1-Feb-22	1.5%	3%	3%
			2-Feb-22 1-Feb-23	2-Feb-23 1-Feb-24	2-Feb-24 1-Feb-25
RPN (+ 0.50¢ - 2-2-23)	Start	\$26.63	\$27.03	\$28.36	\$29.21
	1 Year	\$27.15	\$27.56	\$28.90	\$29.77
	2 Years	\$27.55	\$27.96	\$29.31	\$30.19
Cook	Start	\$22.40	\$22.74	\$23.42	\$24.12
	1 Year	\$22.85	\$23.19	\$23.89	\$24.61
	2 Years	\$23.29	\$23.64	\$24.35	\$25.08
Health Care Aide/ (certified) PSW	Start	\$21.66	\$21.98	\$22.64	\$23.32
	1 Year	\$22.10	\$22.43	\$23.10	\$23.79
	2 Years	\$22.56	\$22.90	\$23.59	\$24.30
Dietary (certified)	Start	\$21.46	\$21.78	\$22.43	\$23.10
	1 Year	\$21.92	\$22.25	\$22.92	\$23.61
	2 Years	\$22.38	\$22.72	\$23.40	\$24.10
Housekeeping/Dietary/	Start	\$21.25	\$21.57	\$22.22	\$22.89
Laundry/Maintenance/	1 Year	\$21.73	\$22.06	\$22.72	\$23.40
Restorative Aide (Activity Aide)	2 Years	\$22.19	\$22.52	\$23.20	\$23.90

### RPN Responsibility Pay

When the RN is absent from her normal shift and the Employer temporarily assigns an RPN to carry out some additional responsibilities for the absent RN, the RPN shall receive an allowance of \$1.00 per hour for each hour of the temporary assignment.

\*During probation employees shall earn 50 cents per hour below the start rate. Upon successful completion of probation they shall be entitled to be paid the amount which would otherwise have been earned, on the first pay period following the completion of probation.



DATED AT WINDSOR, ONTARIO THIS 20 DAY OF January, 2023

CHATEAU PARK NURSING HOME

UNIFOR AND ITS LOCAL 2458

  
Daniel Argiros, CEO









mg/cope343

### LETTER OF UNDERSTANDING #1 - RE: CMI RESULTS

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

The purpose of this meeting is to discuss the impact of the CMI changes on the staffing levels in the facility, and quality care, and provide the Union with an opportunity to make representation in that regard.

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

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

### LETTER OF UNDERSTANDING #2 - RE: PENSION PLAN

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or the amount owing by the Plan to the Employer, an auditor from the firm of Orenstein and Partners will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan.

Arbitrator Teplitsky will remain seized of this issue, should either party find this process unsatisfactory.

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side.
3. In consideration of the Employer forthwith paying those contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that

the Employer is not responsible for any problems which arise from the failure to collect the employee matching contribution.

4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.
5. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

### **LETTER OF UNDERSTANDING #3 - RE: NON-BARGAINING UNIT PERSONNEL**

It is understood and agreed that, due to the special nature of their historical work assignments, the following positions are excluded from the bargaining unit and performance of their assigned duties shall not be considered "contracting out" as per Article 23:01 of the Collective Agreement.

- (a) Cook - Supervisor

Cook/Supervisor hours will not change from the current practice of one (1) day per week.

### **LETTER OF UNDERSTANDING #4 - RE: GROUP INSURANCE CLAIMS**

The Employer hereby undertakes to promptly assist any employee experiencing difficulty in the processing and payment of any valid group insurance policy claim. The parties further agree a review and comparison will be done with the previous policy to identify any discrepancies in an effort to correct them in advance and avoid repeat issues. The parties shall mutually agree on a process to conduct the comparison.

### **LETTER OF UNDERSTANDING #5 - RE: STAFF CALL IN**

The parties agree to maintain the existing call in system for staff replacement.

- List of all staff along with their seniority shall be left at the Nursing Station;
- The person making the calls will go according to seniority contacting the most senior person first and move down the list until a replacement is found.

Therefore, we must ensure we follow these steps when completing the procedures for call-ins, including:

- Call-ins to be based on seniority
- Straight time all part-time staff with that position
- Straight time all full-time staff with that position

NOTE: if listed on full- time schedule they are considered full time no matter what shifts worked or compensated for:

- Overtime full-time staff with that position
- Overtime part-time staff with that position

- Straight time within other position/departments if qualified
- Overtime within other position/departments if qualified

NOTE: the only time you need to look at hours worked and/or compensated wages is when determining if OT applies.

It is further understood, that the parties may amend the above system only after discussion and Agreement at a Labour-Management Committee meeting.

#### **LETTER OF UNDERSTANDING #6 - RE: EMPLOYEE ASSISTANCE**

The Employer agrees to maintain the current Employee Assistance Program.

#### **LETTER OF UNDERSTANDING #7 - RE: PAID EDUCATION LEAVE**

The Employer agrees to pay into a special dues fund an amount equal to \$250.00 payable to the Union October 2, 2022 and again on October 2, 2023. It shall be utilized by the Union at its discretion.

Such dues shall be sent to an address supplied by the Union and the Local shall be notified when payment is sent.

#### **LETTER OF UNDERSTANDING #8 - RE: NEW HIRE AVAILABILITY REQUIREMENTS**

1. All new employees hired on or after December 1, 2010 shall be required to make themselves available for a minimum of two (2) shifts, when made available, in a standard pay period, including every other weekend. This requirement is over and above regularly scheduled shifts.
2. The parties shall review this agreement at regular labour/management meetings.
3. Either party has the right to withdraw from this agreement with six (6) weeks written notice to the other party.

#### **LETTER OF UNDERSTANDING #9 - RE: PART-TIME HOLIDAYS**

The Employer agrees to do an accounting in the first two (2) months of each calendar year comparing the holiday pay received by the Part Time employee in the prior year and the holiday pay they would have received for the Statutory Holidays set out in the ESA and calculated in accordance with the ESA. For the purpose of the ESA calculation the Employer will use the two (2) pay periods, which represent four (4) weeks, preceding the pay period of the statutory holiday. Where an employee has received less holiday pay than she would have under the ESA the Employer shall pay the difference to bring her to the ESA pay level. The first calculation will occur in the first two months of 2012 for the calendar year 2011.


## **LETTER OF UNDERSTANDING #10 – RE: WOMEN'S ADVOCATE**

The Employer will provide an unpaid leave to one (1) employee to participate in the training. However, any expenses to be assumed by the Union directly and/or through the paid education leave program.

## **LETTER OF UNDERSTANDING #11 – RE: WORKLOAD REVIEW**

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

- (a) At the time the workload issue occurs, discuss the issue with the Employer to develop strategies to meet resident care needs using current resources. If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer who has responsibility for timely resolution of workload issues.
- (b) Failing resolution at the time of the occurrence of the workload issue, the workload concern(s) will be reduced to writing using the Union's standardized form and addressed at the next scheduled labour/management meeting.

<b>WORKLOAD REVIEW FORM</b>	 <b>UNIFOR</b> the Union   le syndicat
Unifor represented staff members are to complete all sections and forward copies to the Unit Chairperson as soon as possible.	
Name (print) & Classification:	
Signature:	
Occurrence Date:	Time:
Workplace:	Unit:
Brief Description of Workload Concern:	

Recommendation to Resolve:
Name/Title of Unifor Representative Notified:
Date/Time of Notification:
A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.

### **LETTER OF UNDERSTANDING #12 – RE: LIABILITY INSURANCE**

Should an employee, who is a Health Professional under the Regulated Health Profession Act, be required to provide her 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.

### **LETTER OF UNDERSTANDING #13– RE: 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 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 purposes of proactively attempting to deal with the "working short" problem. Therefore, the parties are agreed that it does not bind either party and is therefore not a grievable article of the collective agreement.

---

#### **LETTER OF UNDERSTANDING #14 – RE: PAY EQUITY**

---

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

---

#### **LETTER OF UNDERSTANDING #15 – RE: SCHEDULING**

---

During negotiations the parties discussed the scheduling of part-time hours of work. The parties acknowledged that the present scheduling practices respect seniority and have no wish to alter that except by express agreement. These discussions included.

- Part-time hours on the posted schedule
- The procedure for calling-in part-time staff once the schedule is posted
- Allowing time for employees to respond to a call-in

The parties agree to continue to discuss these issues at labour-management meetings beginning within sixty (60) days of the date of ratification with the goal of developing agreement on these matters.

If agreement is reached, then the parties will put changes into effect for a trial period of no less than four (4) months. At the end of the trial period the parties may agree to continue or modify their agreement. Either party may terminate the agreement and return to the status quo by giving notice to the other once the period has ended.

---

#### **LETTER OF UNDERSTANDING #16 – RE: PANDEMIC**

---

The Company and the Union discussed during bargaining the steps taken to help exercise everyone's safety during this pandemic. Through dedication, collaboration and innovation the

Company and the Union remain committed to address the continuing challenges posed by COVID-19 or any other pandemic.

The parties further agreed in addition to meetings held between the Company and the Union on pandemic issues, the JHSC will participate in discussions and make recommendations for improvements and will be kept informed.

---

**LETTER OF UNDERSTANDING #17 – RE: VACATION PAY BANK**

---

During negotiations the parties discussed recent vacation pay errors. The employer confirms it is undertaking a review of the calculations in an effort to identify any miscalculations and correct them.

The employer agrees within five (5) months of ratification it will meet with the committee to provide an update on the resolve.

mg/cope343