

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**COPPER TERRACE NURSING HOME**

**and**



**AND ITS LOCAL 2458**

**Full Time and Part Time**

**EXPIRY DATE: October 31, 2023**

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## **ARTICLE 1 - PURPOSE**

- 1.01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and its employees, to secure prompt and equitable disposition of grievances and to maintain satisfactory hours, wages and working conditions for the employees covered by this Collective Agreement.
- 1.02 This Agreement supersedes any previous agreements, letters of settlement or understanding.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees of Copper Terrace Nursing Home, at Chatham Ontario, save and except Supervisors, persons above the rank of Supervisor, Registered Nurses, professional medical staff, office staff, and volunteers.
- 2.02 Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced upon any employee because of membership in the Union.
- 2.03 The Union is recognized as the sole bargaining agent for all employees of the bargaining unit as defined herein and the Employer undertakes that it will not enter into any other agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.

It is agreed that no person excluded from the bargaining unit shall perform any duties or work within the bargaining unit except for the purpose of instruction or in cases of emergency beyond the control of the Employer.

### **2.04 Definitions**

For full time employees “continuous service” shall mean unbroken employment and seniority and shall include:

- (i) Vacations and Holidays;
- (ii) Scheduled days off;
- (iii) Suspensions;
- (iv) Approved leave of absence for a period of four (4) consecutive weeks;
- (v) Absence because of illness or injury;
- (vi) Lay-offs for a period of thirty-six (36) consecutive months. In the event of approved leave of absence in excess of four (4) consecutive weeks, seniority will be maintained, but will cease to accrue on the commencement of the fifth week.

Employees working twenty-four (24) hours or less per week shall be deemed to be part time

employees. All others shall be deemed to be full time employees.

2.05 Part-time employees with no scheduled lines will lose their seniority for any of the following reasons, unless the employee can provide reasonable explanation;

- (a) Continuous non employment of three months if required to work;
- (b) Failure to meet any of the following requirements:
  - (i) Part-time employees with no scheduled lines shall be required to be available one of the following: Christmas Eve and Christmas Day or New Year's Eve and New Year's Day.
  - (ii) Part-time employees with no scheduled lines must be available for a minimum of four (4) shifts per month and two (2) of those shifts must be weekends.

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

3.01 Subject to the provisions of the Agreement, the Union recognizes that it is the exclusive function of the management of Copper Terrace Nursing Home to:

- a) Maintain order, discipline and efficiency;
- b) Hire, discharge, direct, classify, transfer, promote, demote, lay off, suspend and otherwise discipline employees for cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
- c) Establish and generally enforce rules and regulations to be observed by employees.
- d) Generally to manage and operate the Nursing Home, in all respects in accordance with it's obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, the equipment to be used provided such is safe to operate, all other matters concerning the Nursing Home's operations not otherwise specifically dealt with elsewhere in this Agreement shall be reserved to management and shall be its exclusive responsibility.

### **ARTICLE 4 - UNION SECURITY INCLUDING WORK OF THE BARGAINING UNIT AND CONTRACTING OUT**

4.01 The Employer shall deduct Union dues monthly in accordance with the following conditions:

All employees covered by this Agreement shall have Union dues deducted monthly as a

condition of employment. The amount of such dues shall be certified to the Employer by an authorized officer of the Union.

#### 4.02 **Union Security**

The Employer agrees that it will deduct union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in accordance with the provisions of the Constitution of Unifor, in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union to Unifor at the following address:

Unifor Local 2458  
3400 Sommes Ave  
Windsor, Ontario N8W 1V4  
Attn: Secretary-Treasurer

Or such other address as directed by the Local Union in writing.

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

4.03 The Employer agrees that the Union Chairperson or a Union Committee Member shall be given the opportunity of interviewing each new employee prior to the completion of eight (8) weeks employment for the purpose of ascertaining if the employee wishes to become a Union member. Such interview shall take place in a room designated by the Employer and at a time mutually agreed upon. The Employer agrees to notify the Union once every month of any new employee(s) hired for the purpose of being so interviewed, and to provide the employee time off to attend the interview, the duration of which shall not exceed fifteen (15) minutes for each new employee. The Chairperson shall not be deducted any pay for time so spent.

4.04a) The Employer agrees during the life-time of this Agreement to deduct Union dues from the first pay due each calendar month and to remit same no later than the 28th day of the same month to the Financial Secretary/Treasurer of the Union. The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made. The list shall also include the names, if any, of employees of the bargaining unit from whom no Union dues deduction have been made and the reasons for same (e.g. leave of absence, etc.)

b) The Employer agrees when submitting Union dues on behalf of part-time employees, they will be submitted by the twentieth (20<sup>th</sup>) of the month following the month for which such dues were deducted. Further, the Employer will submit a list of the hours worked (and the hourly rate of pay) for each part-time employee during the month for which the dues are being submitted.

4.05 The Union shall not engage in Union activities except as provided in the Agreement, during working hours or hold meetings at any time on the premises of the Employer without the

permission of the Management of Copper Terrace Nursing Home.

#### **4.06 Contracting Out**

The Nursing Home shall not contract out any work usually performed by members of the bargaining unit, if, as a result of such contracting out, a lay-off of any employee results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

#### **4.07 Full-time/Part-time Ratio**

So long as a full time position exists, there will be no splitting of that position into two (2) or more part time positions without the agreement of the Union, such agreement not be to unreasonably withheld.

### **ARTICLE 5 – NO DISCRIMINATION**

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

### **ARTICLE 6 – NO STRIKES OR LOCKOUTS**

6.01 The Employer agrees that it will not cause or direct any lockout of the employees covered by this Agreement during the term of the Agreement or any extension thereof. The Union agrees that there shall be no strike during the term of this Agreement or any extension thereof.

### **ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES**

7.01 The Union shall elect or otherwise select up to five (5) members of the bargaining units, who shall function as the Union Committee. One of the representatives so selected or elected will be the Union Chairperson. The Union shall furnish the Employer from time to time with an update on the current Union Committee representatives.

The Union Chairperson will be assigned to the day shift unless mutually agreed otherwise by the parties. If the Chairperson is not working on the day shift she will exchange her shift with the least senior employee on the day shift in her classification. At the end of her tenure as Union Chairperson the employees will revert back to their original shift, or the position of their last successful posting.

The Union Committee will meet with the Employer on a regular basis as is mutually agreed upon to discuss and resolve any grievances and other matters that either party may raise. Such meetings will occur on the Employer's premises and during the day shift during regularly scheduled working hours. Either party may request a meeting which shall be held within five (5) calendar days of the request.

The Union Committee shall have the right at any time to have the assistance of representatives of Unifor. Normally such representatives shall have access to the Employer's premises.

The Employer agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during her term of office, as long as they are qualified to perform any available bargaining unit work.

7.02 The Union acknowledges that employees of the Union Committee have regular duties which must be performed on behalf of the Nursing Home and that such employees will not leave their regular duties without first obtaining permission to do so from his/her Supervisor. Such permission shall not be unreasonably withheld. In accordance with this understanding, such employees shall not suffer loss of pay while negotiating the Agreement, up to, but not including, the Conciliation Officer stage, and for the Chairperson, up to and including all Arbitration hearings, and while dealing with grievances. This does not apply to time spent on such matters outside the regular working hours.

Committeepersons will have a choice of shifts either prior to or following Union/Management meetings, negotiations, etc. when evening or night shift work is scheduled, so long as the choice does not create an overtime situation and the shift is not an extra shift.

7.03 Employees who are appointed or otherwise selected as Committee persons or Committee members shall be seniority employees. The Employer agrees to provide private office space for use when requested and appropriate for use as a result of collective agreement issues.

7.04 The Employer will supply the Union with a list of all supervisory personnel who may be involved in the Administration of this Agreement and will revise such list from time to time as is necessary.

7.05 The Union will supply to the Employer the names and titles of all Committeepersons, and will revise such list from time to time as is necessary.

7.06 All Committee Members shall be elected or selected from the shift on which they are presently employed and will function as Committeepersons and be assigned duties on that shift. The Union Chairperson will be scheduled duties on the day shift only and shall be elected from the members at large. Call ins for other shifts shall not be in violation of this Article. The Union Chairperson may appoint an additional committeeperson on a temporary basis to allow for representation. The Union Committee will be notified that a meeting or action will be taken



regarding an employee.

7.07 All employees shall have the right to call upon a Union Committee person to be present with them at any meeting with the Employer. When an employee is to meet with Management and written disciplinary action is to be taken, the employee will receive prior notice, so as to enable them to exercise their rights under this clause.

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

A Committee of each party as mutually agreed shall meet at a time and a 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 probably 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 or sooner if requested.

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

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

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

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

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

7.10 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 for the actual day of the negotiating meeting.

### 7.11 **Master Bargaining**

Where a Home is participating in a Master Bargaining Process, and a Union Committeeperson is attending a bargaining session with the Employer on Master issues, on a day that would otherwise be a scheduled day off, the Employer agrees to provide such employee with an alternative day off with pay, or, in the alternative pay for the scheduled day(s) so spent in negotiating meetings with the Employer.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below.

### 8.02 **Complaint**

Any employee having a complaint shall first take the matter up with her Supervisor when the employee became aware of the issue giving rise to the complaint. The Supervisor shall give a decision within seventy-two (72) hours of such discussion. If the Supervisor's decision is not satisfactory to the employee, the employee may refer the complaint to the Union Committee.

#### **Step One**

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

#### **Step Two**

If the response is not satisfactory to the Union Committee, the parties shall arrange a meeting within five (5) calendar days of receipt of the Employer's response to discuss the grievance. The meeting shall be attended by the Union Committee and representatives of the Employer. The Employer's response shall be in writing within five (5) calendar days of the meeting. If the Union Committee is not satisfied with the response it may refer the grievance to arbitration as provided below within ten (10) calendar days of the receipt of the Employer's response. The Union Chairperson will be provided with a reasonable time in advance of any Step 2 grievance meeting in order that he/she may prepare for such meeting.

### **8.03 Group and Policy Grievances**

The grievance procedure outlined in this Article shall apply equally to a grievance lodged by a group of employees, or to a policy grievance. Such grievances shall be filed in writing at Step 1 within ten (10) calendar days of becoming aware of the issue giving rise to the complaint.

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

### **8.04 Discharge Grievance**

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

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

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

### **8.06 Right to Have a Steward/Union Committee Member Present**

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

### **8.07 Clearing the Record**

Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once twelve (12) month have elapsed since the date of the last formal disciplinary action on the file. Formal disciplinary action, in this context, is any disciplinary action which is reduced in writing and given to the employee.

Such records will not be removed where the disciplinary action arises from an interaction with residents or family members, until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

The Employer agrees that no employee will be discharged, disciplined or otherwise discriminated against for advocating in the interests of the home's residents, or for reporting or publicizing any alleged deficiencies in resident care and quality standards. It is understood

that an employee should first bring such deficiencies to the Employer's attention through their immediate supervisor, Labour-Management Committee or other workplace forums, and allow the Employer a reasonable opportunity to remedy any problems.

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

## 8.08 **Benefit 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. The arbitrators for this process shall be agreed to by the parties or appointed by the Minister of Labour.
- (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 Felicity Briggs and Wes Rayner.
- (g) Arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions, confirmed in writing, may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits this process shall then also apply to insured benefits. 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 a subsequent case.
- (l) If, in the opinion of any party, a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, the grievance shall be transferred to the ordinary grievance/arbitration process.

### **8.09 Mediation Language**

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

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

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

The parties shall agree on a mediator.

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

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

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

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

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

## **ARTICLE 9 - ARBITRATION**

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

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

The parties may add to the list by mutual agreement.

9.02 The cost of the arbitrator shall be shared equally by the Employer and the Union.

9.03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.

9.04 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.

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

## **ARTICLE 10 – HEALTH AND SAFETY**

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

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

- 10.03 At no time shall the number of company members be allowed to outnumber the amount of union members.
- 10.04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.
- 10.05 The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the committee may determine.
- 10.06 Without limiting the generality of the foregoing, the committee shall:
- i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment.
  - ii) Make recommendations for the improvement of the health and safety of workers.
  - iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
  - iv) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
  - v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
  - vi) Unifor representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.
- 10.07 In the event of accident or injury committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.
- 10.08 No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.
- 10.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.

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

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

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

10.13 a) **National Day of Mourning**

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

b) **December 6<sup>th</sup>**

Take back the night one minute of silence. (Montreal Massacre)

10.14 **Protective Clothing and Equipment**

The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment, and the Employer implements such recommendation, employees are obligated to comply with such recommendation(s).

10.15 **Lockout and Machine Guarding**

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

10.16 **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.

#### **10.17 Employment of Disabled Workers**

The Union acknowledges the duty of the Employer to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

#### **10.18 Injured Workers Provisions**

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to her home as indicated.

#### **10.19 Mental Health**

The parties agree that a psychologically healthy work environment is a desirable objective for

both the Home and its employees.

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

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace. This will be a standing discussion item on the Joint Occupational Health and Safety Committee agenda.

## **ARTICLE 11 – SENIORITY INCLUDING PROBATIONARY PERIOD**

11.01 Seniority for full time employees is defined as length of continuous service and will be acquired when an employee has completed four hundred and fifty (450) hours worked. Hours must be worked in order to pass probation.

Seniority for part-time employees is defined as length of continuous service and will be acquired when an employee has completed four hundred and fifty (450) hours worked.

When an employee has completed their probationary period, the employee shall be credited with four hundred and fifty (450) hours seniority in the case of full time employees and in the case of part time employees they shall be credited with four hundred and fifty (450) hours of seniority and shall be placed on the appropriate seniority list.

The Union Chairperson will be notified when probationary employees complete their probation.

11.02 Such seniority will date from the last date of hire that an employee actually commenced work for the Employer and will accumulate thereafter. Employees will be regarded as probationary employees until they have acquired seniority as above, provided however, that an employee shall be entitled to the assistance of the Union in settling a grievance unless the Employee has been terminated contrary to the provisions of the Ontario Human Rights Code. A newly hired Employee may be discharged subject to a lesser standard of just cause during the probationary period.

11.03 Seniority lists containing the names of all employees and their respective dates of hiring will be posted on the Official Union Bulletin Board and will be revised every six (6) months by January 15<sup>th</sup> and July 15<sup>th</sup>. Seniority list to be updated (not posted) for the purpose of lay-off (date of notice), recall and job posting (date posting period ends).

11.04 The Employer will supply the Chairperson with a copy of the seniority list for the Committeepersons as well as forwarding a copy to the Local Union Office.

Seniority, as posted, will be deemed to be final and binding and not subject to complaint unless

such complaint is made in writing within thirty (30) days from the date of posting. If any employee is absent at the time of posting, she will have 30 days from the date of 1st return to make a complaint in writing concerning the seniority list. After 30 days without such complaint, the list will be deemed to be final.

#### 11.05 **Loss of Seniority/Termination of Employment**

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

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

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

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

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

An employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the employee's seniority will be frozen. She will be entitled to return to her former position at the end of the leave. This clause will not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside of the bargaining unit.

11.06 Seniority for part-time employees working twenty-four (24) hours or less per week shall accumulate on the basis of every accumulation of 1800 hours shall equal one (1) year's seniority.

11.07 (a) In the event that a part time employee should become a full time employee, such employees' name will be removed from the part time seniority list and will be added to the full-time employees' seniority list. Such employee shall be credited with all accrued seniority to the date of her becoming a full time employee in accordance with the following formula:

An employee whose status changes from part-time to full-time will receive a seniority position on the basis of eighteen hundred (1800) hours of part-time work equaling one year of full-time seniority. To clarify, this is for transferring purposes only.

(b) Any employee changing from full time to part time shall be credited on the part time seniority list with seniority accrued to date.

#### 11.08 CMI REVIEW

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

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

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

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

## **ARTICLE 12 – LAYOFF AND RECALL**

### **12.01 Short Term Layoff**

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

### **12.02 General Provisions Related to Layoffs**

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

### **12.03 Long Term Layoffs**

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

12.04 The Employer agrees to give as much advance notice of layoffs as is reasonably possible. Prior to issuing any layoff notices, the Employer agrees to discuss pending layoffs with the Union. Layoffs will be implemented according to seniority by classification with probationary and casual employees laid off first, followed by part time employees and then full time employees if necessary, and the recalls in reverse order of which they were laid off.

- (a) One (1) week notice in writing to the employee if his or her period of employment is less than one (1) year.
- (b) Two (2) weeks' notice in writing to the employee if his or her period of employment is one (1) year or more but less than three (3) years.
- (c) Three (3) weeks' notice in writing to the employee if his or her period of employment is three (3) years or more but less than four (4) years.
- (d) Four (4) weeks' notice in writing to the employee if his or her period of employment is four (4) years or more but less than five (5) years.
- (e) Five (5) weeks' notice in writing to the employee if his or her period of employment is five (5) years or more but less than six (6) years.
- (f) Six (6) weeks' notice in writing to the employee if his or her period of employment is six (6) years or more but less than seven (7) years.

- (g) Seven (7) weeks' notice in writing to the employee if his or her period of employment is seven (7) years or more but less than eight (8) years.
- (h) Eight (8) weeks' notice in writing to the employee if his or her period of employment is eight (8) years or more.

#### 12.05 Layoff Procedure

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

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

#### 12.07 Recall Rights

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the qualifications and can perform the duties in question without training other than orientation.
- (b) Employees on layoff have the right of recall to their former position, and this supersedes the posting provisions of the collective agreement.
- (c) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within **twenty-four (24)** months of the date of her layoff.

- (d) 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.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified unless a satisfactory reason is given. The employee is solely responsible for her proper address being on record with the Employer.
- (f) Employees on layoff, or notice of layoff, have a right to consideration for temporary vacancies expected to exceed fourteen (14) days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (g) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months. Employees on recall are responsible for the maintenance of any skills and/or license to practice required for them to return to work.
- (h) In cases of a layoff and recall seniority shall apply provided the employees concerned can perform the normal requirements of the job.

#### 12.08 **Benefits on Layoff**

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

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

### **ARTICLE 13 - JOB POSTING**

- 13.01a) When a vacancy occurs in any department of the Home coming within the scope of the agreement, a notice will be posted within three (3) calendar days of the position becoming vacant, and remain posted for seven (7) calendar days, requesting applications to fill such vacancy, from employees of the Employer.
- b) The posting shall show the number of position(s) required, the shifts the applicant would be required to work and the area (unit) the applicant would be required to work. This shall not be

construed as a guarantee that such shifts or location(s) shall remain part of the position.

- c) In considering applications, preference will be given according to seniority, provided that the employee concerned has the necessary skill and ability to perform the work required. The union will be notified of the successful bidder(s) at the time it is posted, and notification provided to the Union Chairperson.
- d) Upon transfers and job postings the Employer will make every attempt to ensure that the employees will maintain their previous schedule of working either Christmas or New Year's unless the Employee agrees otherwise.

13.02 Employees of the bargaining unit shall have the right to bid during such seven (7) day period on such vacancies and/or new jobs.

13.03 It is understood that the Employer may temporarily fill the vacancy during the posting with notification provided to the union chairperson.

13.04 Commencing on the date of transfer there shall be a forty-five (45) working day "trial period" in order to determine that the employee has the skill and ability to perform the new duties. At any time during the forty-five (45) day period either the Employer or the employee may request that the employee be returned to her previous position.

Employees who wish to return to their former position during a trial period must set out their request in writing to the Employer. Similarly, where the Employer determines that it intends to return an employee to her former position during her trial period the employee will receive notice in writing.

Promotions and/or transfers within the bargaining unit will be based on seniority provided that the candidates are willing and have skill and the ability to perform the job required. Employees shall have a three (3) day trial period so as to enable them to prove that he or she can perform the work satisfactorily. Seniority will also govern demotions, transfers, lay-offs, recalls and reduction in staff, subject to the senior Employee(s) being able to perform the normal requirements of the job. Employees shall have a three (3) day trial period so as to enable them to prove that he or she can perform the work satisfactorily.

13.05 When a temporary opening occurs, it shall be posted and awarded from part time applications from within the department concerned only. In the event that no successful part time applicant is found, then it shall be filled from applications outside the department.

13.06 Should a part time employee be awarded a temporary position, if the part-time employee has decided to give up the temporary position they must give the employer two weeks written notice and return to their original position, that part time employee shall remain in that position for its duration and shall not bid for any other positions except for permanent positions. If no part time employees apply for the temporary position, then any full time employee may apply



for the position. Employees may apply for another temporary position that is longer in duration or provides for additional shifts or greater compensation levels.

### **13.07 Job Posting**

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

## **ARTICLE 14 - LEAVE OF ABSENCE**

### **14.01 a) Personal Leave**

Leaves of absence for personal reasons may be granted at the discretion of Management, providing that it does not disrupt efficiency and the service of the Home. Requests for such leave must be in writing at least one (1) month prior to the commencement of the leave, except in cases of emergencies, and must state the date of leaving and the date of return.

The Employer will cease to make payments toward OHIP or any other benefit plan in effect at the end of the month during which a personal leave of absence commences. The employee, however, may continue his coverage in the plans by contributing the cost of the premiums to the Employer who will make the payments to the respective carriers.

- b) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- c) To qualify for leave of absence as stipulated above, the employee must have completed six (6) calendar months of employment with the Employer.
- d) An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice. The Union and the Employer agree to abide by the Human Rights Code.
- e) When making a request, Employees must indicate a reason for the leave.

#### 14.02 (a) **Short Term Union Leave**

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

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

#### **NHRIPP**

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

#### (b) **Long Term Union Leave**

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

#### 14.03 **Pregnancy and Parental Leave**

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

#### 14.04 **Pregnancy Leave**

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

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which

she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

Additional leave of absence may be taken under Article 14.11, Parental Leave.

- d) Notwithstanding Article 14.04 (b) above, an employee must complete 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 who is in receipt of Employment insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

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

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

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. For the purposes of this article the parties agree to calculate normal weekly hours and part time seniority on the basis of the average of the hours paid for the twenty-seven (27) weeks prior to the date the leave began.

Such payment shall commence after the one week Employment Insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

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

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

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

The employee shall provide proof of E.I. benefits within two (2) weeks of the receipt of the employees E.I. benefit unless there are extenuating circumstances, in order to receive the supplemental benefits.

14.05 An employee who does not apply for leave of absence under Article 14.04 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 14.04 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

14.06 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 for the employee's share of the premiums are required, the Employer and employee shall make appropriate arrangements for the same.

14.07 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 an 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.

14.08 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 practices 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 14.07.

14.09 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.

14.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 14.11 of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

#### 14.11 **Parental Leave**

- (a) 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 child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) 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.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five weeks (35) after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- (e) For the purposes of parental leave under Article 14.11 Parental Leave, the provisions under 14.03, 14.06, 14.07, 14.08, 14.09, 14.10 shall also apply.

#### 14.12 **Jury Duty**

If an Employee is required to serve as a juror, or is subpoenaed as a witness, the Employer agree to pay to the Employee the difference between the money received for acting as a juror and the pay at the Employees basic rate which the Employee would have received if he/she had not been required to serve on such jury and had worked his normal shift. This will be effected by the Employee signing over his jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular payments. The Employee is to notify his/her Supervisor as soon as possible after receipt of notice of selection for jury duty. The Employee will come to work during those scheduled shifts that he is not required to attend court. An employee can opt not to submit the pay for jury and witness duty and not receive lost earnings.

### 14.13 Bereavement Leave

- (a) Upon the death of an employee's spouse, child or step-child, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay.

Note: It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.

- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- (g) An employee 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.
- (h) When an employee is eligible for Bereavement Leave while on vacation, she shall be entitled to such Bereavement Leave as set out above. The vacation days so replaced shall be extended or rescheduled as mutually agreed.

### 14.14 Education Leave

- (a) If required by the Employer an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade her employment qualifications.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

(c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications provided that she receives at least one month's notice in writing unless impossible, and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specific date of return.

**(d) 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 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.

14.15 Employees who are able and willing to attend a Health Care Aide, PSW, or Cook LCQC Course for which approval in writing has been given by the Administrator shall have one hundred percent (100%) of the fees for such course paid by the Employer, provided they complete the course and pass.

**14.16 Education Fund**

The Employer agrees to pay into a special fund two (2) cents per hour per employee for all compensated hours. Such monies will be paid on a quarterly basis into a fund established by Unifor and shall be utilized by the Union at its discretion. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from date of ratification and sent by the company to the following address: Unifor Paid Education Leave Program, Unifor Family Education Centre, R. R. #1, CAW Road 25, Port Elgin, Ontario, N0H 2C3.

**14.17 Family Leave**

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

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

Subject to changes in an employee's status which would have occurred had she have been on Family Medical Leave the employee shall be reinstated to her former position.

## 14.18 Military Leave

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

## ARTICLE 15 - VACATIONS

### 15.01 Vacation Selection

- a) Employees will identify their preference for vacation times on or before March 15th for the vacation period of April 1 to March 31 of each year.
- b) Where there are conflicts between employee choices for the vacation selection, seniority shall apply.
- c) Employees unable to obtain their preferred vacation slot will be so informed **by April 1<sup>st</sup>** and given an opportunity to choose another vacation time **by seniority**. Employees must choose the alternative vacation time before April 15<sup>th</sup>. Conflicts relating to these choices will again be resolved by seniority. Final approval of vacations will be by May 30<sup>th</sup>.
- d) Employees whose entire vacation allotment is not captured in the final vacation calendar shall arrange their vacation times with their supervisor throughout the remainder of the year. These late scheduled vacation times, once approved by the Employer, are not subject to the seniority provisions.
- e) Employees requesting vacation will be required to take one week vacation as a block, if the request is during July and August. Weekend vacation requests will be limited to one weekend during each month of July and August.

15.02 Employees having less than one (1) year of seniority as of June 30th in each year, shall receive that portion of ten (10) days vacation with pay as the number of months worked bears to twelve (12).

15.03 As of June 30th in each year, employees having twelve (12) months but less than three (3) years seniority shall be entitled to and shall receive two (2) weeks vacation with pay at four percent (4%) of gross earnings.

15.04 As of June 30th in each year, employees having three (3) years but less than eight (8) years seniority shall be entitled to and shall receive three (3) weeks vacation with pay at six percent



(6%) of gross earnings.

- 15.05 As of June 30th in each year, employees having eight (8) years but less than fifteen (15) years seniority shall be entitled to and shall receive four (4) weeks vacation with pay at eight percent (8%) of gross earnings.
- 15.06 As of June 30th in each year, employees having fifteen (15) years or more seniority shall be entitled to and shall receive five (5) weeks vacation with pay at ten percent (10%) of gross earnings.
- 15.07 As of June 30<sup>th</sup> of each year, employees having twenty-two (22) years or more seniority shall be entitled to and shall receive six (6) weeks vacation with pay at twelve percent (12%) of gross earnings.
- 15.08 Employees having twenty-eight (28) years or more seniority shall be entitled to and shall receive seven (7) weeks vacation with pay at fourteen percent (14%) of gross earnings.
- 15.09 Vacation pay shall be paid to the employees in advance of their vacation and all normal deductions shall be made, provided the Employer receives two (2) weeks written notice of request for vacation pay. Vacation pay will be paid on request, on the next regular pay, up to July 1st, after which employees are to receive such pay in the first full pay period following July 1st, but in no case later than July 14th.
- 15.10 For the purpose of clarity “seniority” as it appears in this Article shall include the following:
- (a) Approved leave of absence for three (3) months;
  - (b) Absence because of illness or injury up to thirty-six (36) months;
  - (c) Lay-offs for up to thirty-six (36) months.
- 15.11 In scheduling vacations, the Employer will consider the wishes of the employees in order of their seniority. In no instance shall the employer require an employee with one (1) year of service or more to split the first two (2) weeks of vacation in any vacation year. Subject to the limitation of this Article, the right to determine vacation time is vested in the Employer to ensure efficient and safe operation of the Nursing Home. Vacations shall normally be scheduled between May 1st and September 30th. Vacations requested from December 20<sup>th</sup> to January 4<sup>th</sup> of the following year will not be unreasonably denied.
- 15.12 Upon voluntary termination of employment, or upon discharge, retirement or in the case of death, the employee shall be paid vacation pay according to his vacation credit earned and unpaid to the date of his separation.

## ARTICLE 16 - PAID HOLIDAYS

16.01 Each employee shall be paid his/her normal regular hours worked at his/her normal rate for each of the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

In order to qualify for such payment, an employee must work his/her normal scheduled shift on the day preceding and following the paid holiday, except where the absence is due to illness or injury is involved.

Upon completion of the probationary period all employees shall be entitled to paid float holidays. Employees hired between January and August will receive two (2) paid float holidays and employees hired between September and December will receive one (1) paid float holiday for that calendar year. However, such holidays will not be approved during July, August or during the Christmas Schedule.

Part-time employees must apply for float days in advance of the posting of the schedule as in Article 17.05.

16.02 An employee who is required to work on any of the above mentioned holidays, will receive at the employees' option either:

- a) Pay at the rate of time and one half (1 ½) of the employees regular rate of pay for work performed on such holiday, in addition to the employee's regular pay; or
- b) Pay at the rate of time and one half ( 1 ½) of the employee's regular rate of pay for work performed on such holiday, and in lieu, a day off with pay either thirty (30) days before or thirty (30) days following the holiday. Such lieu day of is to be selected by the employee and his/her Supervisor by mutual agreement.

16.03 All employees of the bargaining unit shall be scheduled to take at least either Christmas or New Year's day off on a choice basis in accordance with their classification seniority, and where possible, there shall also be scheduled as days off in conjunction with the holiday, at least the day before and the day after the holiday. It is understood that the regular schedule will be suspended from approximately December 20th to January 4th of each year.

With Christmas and New Year's employees will alternate.

i.e. Work Christmas in 1989 and off in 1990, work New Year's in 1989 and off in 1990, and vice-versa.

The Employer agrees that every effort shall be made to provide four (4) days off for all employees.

- 16.04 Employee's preferences will be carefully considered before the posting of the schedule, provided there is no delay in stating preference. A list will be posted by October 1st for requests for Christmas or New Year's Day off and will be posted until October 31st of each year. The Christmas schedule will be posted by November 15th of each year.
- 16.05 If any of the above noted holidays occurs on an employee's regular day off, or during his/her vacation period, the employee who qualifies for a paid holiday, will receive an additional day off or payment for holiday in lieu thereof.
- 16.06 For the purpose of clarity the paid holiday shall be the twenty-four (24) hours period beginning with the shift commencing after 9:59 p.m. on the evening preceding the paid holiday and end at 10:59 p.m. on the holiday.
- 16.07 Each full time and part time employee upon completion of their probationary period, shall receive one (1) day's pay for each and every paid holiday on which such employee did not work and which occurred during the said probationary period. Such holidays shall be paid for at the rate that was applicable when the holiday occurred.
- 16.08 If an employee is scheduled to work and does not report for work she/he will not be entitled to holiday pay unless such absence is due to illness or injury.
- 16.09 Part time employees will be paid for the above listed holidays provided that they comply with the *Employment Standards Act* requirements.

An employee does not qualify for a paid holiday if the employee:

- a) Is employed for less than three (3) months;
- b) Does not work on twelve (12) days of the four (4) work weeks preceding the holiday;
- c) Does not work his/her scheduled day of work preceding or following the holiday;
- d) Having agreed to work on a public holiday, does not report for and perform the work without reasonable cause;
- e) Shifts of less than seven and one half (7 ½) hours in duration shall be considered as one (1) days work for the purpose of Article 16.

- f) Fails upon request, to provide a medical certificate for illness occurring on the holiday or on the normal shift immediately preceding or following the holiday.

16.10 Where a part time employee qualifies for holiday pay it will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday and at his/her regular rate of pay.

16.11 Employees scheduled to work either Christmas Day or New Years Day shall be allowed to exchange shifts up to December 15<sup>th</sup>.

## **ARTICLE 17 - HOURS OF WORK AND SCHEDULING**

17.01 The normal hours of work shall be seven and one half (7 ½) hours per day, exclusive of a thirty-minute meal period. The normal hours of work per week shall be thirty-seven and one-half (37 ½) hours.

The normal hours of work for Laundry shall be seven and three quarter (7 ¾) hours per day or thirty-eight and three quarter (38 ¾) hours per week. Break times in the Kitchen and Laundry Departments shall be as near to the midway point of the second half of the shift as possible.

17.02 Full time employees shall be scheduled for at least every other weekend off, and for an average of two (2) days off per week.

17.03 Part time employees shall be scheduled for one (1) weekend off in every three (3) weeks.

17.04 Each seven and one-half (7 ½) hour shift shall include two (2) fifteen (15) minute rest periods without loss of pay. Shifts of less than five and one-half (5 ½) paid hours will include a fifteen (15) minute paid break and do not include a thirty (30) minute unpaid break.

Shifts of five and one-half (5 ½) paid hours to seven and one-half (7 ½) paid hours shall include a fifteen (15) minute paid break and a thirty (30) minute unpaid break. Notwithstanding the above the minimum number of fifteen (15) minute paid rest breaks in a day shall be one (1).

17.05 The work schedule for all employees shall be posted at least two (2) weeks in advance and shall cover a minimum period of four (4) weeks. Scheduling requests for all employees are to be submitted in writing to the supervisor no later than one (1) week prior to the schedule being posted. Such schedule shall not be changed without the consent of the employees concerned. In the event that an employee returns to work earlier than anticipated from an extended illness, pregnancy leave, etc., the part time employee replacing him/her will be displaced by the full time employee on the schedule of work. The displaced employee will then go onto the part time call list and shall have seniority to all call-ins during this period.

17.06 Employees who report for work for which they are scheduled and for whom no work is available at their regular job, shall be paid a minimum of four (4) hours at their normal rate of pay, or a minimum of four (4) hours work.

**17.07 Minimum Shift Length**

The parties agree that the minimum shift shall be four (4) hours. In the event of a reduction in hours, the four (4) hour shift(s) shall be removed first.

17.08 Employees who are required to work on a higher rated job shall be paid the higher rate of pay of such higher classification for all time so worked.

17.09 Whenever during an emergency, the Employer calls in an employee who is off duty and is able and willing to come to work, such employee will be paid as if the entire shift had been worked, provided she completes the shift for which she is called in and provided further that she reports for work within one (1) hour of the call, if called within the first hour of the shift.

17.10 The mutual exchanging of shifts between employees will be allowed to a maximum of thirty-six (36) changes per calendar year, providing that the appropriate shift change form is submitted at least four (4) days in advance of the exchange occurring, except in the case of an emergency. The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts. Mutual exchanging of shifts should be kept to a minimum. Management shall take away this right on an individual basis in the event the exchange of shifts is being abused by that employee.

17.11 For the purpose of clarity, every one day off shall be a minimum of twenty- four (24) hours off. Full-time employees who are required to change shift shall be given a minimum of thirty-two (32) hours off.

17.12 Those employees working the 11-7 shift when the change from daylight saving to standard time and vice-versa, occurs, shall be paid straight time for the exact number of hours worked during the shift.

17.13 1) Part-time employees shall be scheduled to work by seniority up to twenty-two and one-half (22 ½) hours per week with the longest shifts going to the most senior employee.

2) Call-ins to part-time employees shall be by seniority.

3) Part-time employees shall be offered to work by seniority up to seventy-five (75) hours biweekly during the summer vacation period (May 1st to September 30th). For this purpose a list will be posted prior to each summer to allow persons interested in accepting additional hours up to seventy-five (75) biweekly to place their names on this list. These employees will be the first offered additional hours by seniority.

17.14 When a call-in occurs, the part time employees who are scheduled shall not be called, but the part time employees who are not scheduled shall be called by seniority, beginning at the top of the list for each and every call. If no employee who is not scheduled accepts the call-in, then the employees who are scheduled for a shift of less than seven and one half (7 ½) hours, shall be called for a seven and one-half (7 ½) hour shift, to a maximum of seventy-five (75) hours in any pay period.

17.15 Employees granted a requested weekend off may mark NA (not available) on the schedule. These employees shall not be called for weekend work.

### 17.16 **Shift Giveaways**

The Employer will allow each employee up to ten (10) shift giveaways per calendar year.

The employee must find their own replacement and submit paperwork four (4) days prior to the giveaway where possible.

The employer will not be responsible or liable for any overtime claim.

Shift giveaways shall not be used during Christmas.

Shift giveaways are limited to one per month during July and August and there shall be no shift giveaways on the weekend during July and August.

## **ARTICLE 18- PREMIUM PAYMENT**

### **18.01 Overtime**

No employee shall be scheduled to work more than six (6) consecutive days without the consent of the employee. If such employee does work more than six (6) consecutive days, he or she shall be paid overtime rate of one and one half (1 ½) times his/her normal rate of pay for all time worked in excess of such six (6) consecutive day period. The overtime rate shall not apply in the event that an employee works more than six (6) consecutive days by virtue of he or she being called to work or through a voluntary exchange of shift.

18.02 The Employer shall pay time and one-half (1 ½) the normal rate of pay for all hours worked in excess of the normal hours worked in any one (1) day. Overtime shall also be paid to any employee who works in excess of the normal hours in a two (2) week period. The work week shall be deemed to commence at 11.01 p.m. on Saturday of each week.

### 18.03 Shift and Weekend Premium

- (a) The Employer agrees to pay a thirty-five cent (\$.35) per hour shift premium for all hours worked at the request of the Employer on a shift other than the regular two (2) shifts worked.
- (b) Effective first pay period after ratification, the Employer will pay a weekend premium in the amount of **sixty-five** cents (\$0.65) per hour for each hour worked in the forty-eight (48) hour period starting with the shift commencing after the end of the evening shift on Friday, and ending at the end of the evening shift on Sunday.

## ARTICLE 19 - ALLOWANCES

### 19.01 Responsibility Allowance

When the Employer temporarily assigns an employee to carry out the responsibility of a salaried employee for a period in excess of ½ shift, the employee shall receive an allowance of five dollars and fifty cents (\$5.50) for each shift from the time of the assignment.

### 19.02 Uniform Allowance

- (a) The Employer agrees to pay a uniform allowance in the amount of \$9.50 per month to all full time employees and \$5.00 per month to all part time employees. This allowance to be paid semi-annually on the pay period immediately prior to April 30th and October 31st of each year.
- (b) All employees will be allowed to purchase uniforms of their own choosing. Current policy shall not be amended except by agreement of the parties at a Labour Management Meeting.

## ARTICLE 20 - HEALTH AND WELFARE

20.01 The Employer agrees to pay the indicated percentage of the following items for full time employees who qualify under the terms of the plans and who subscribe to such plans through payroll deductions:

- a) The Employer will provide employees with a prepaid drug prescription plan equivalent to the Green Shield \$.70 plan which has no deductible, The Employer will pay one hundred percent (100%) of the premiums charged therefore, including coverage of dependents where applicable.

Effective 2<sup>nd</sup> month after ratification: Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless the employee's doctor stipulates in writing that there are medical reasons why the lowest cost interchangeable drug cannot be prescribed.

- b) The Employer will provide employees with a vision care plan equivalent to the Green Shield Vision Care Plan three hundred dollars (\$300.00). The Employer will pay one hundred percent (100%) of the premiums charged therefore including coverage of dependents where applicable. **Effective September 1, 2022 Vision Care Plan coverage increases to three hundred and fifty (\$350.00) every 24 months.**
- c) One hundred percent (100%) of group life insurance in the amount of (\$30,000.00).
- d) The Employer agrees to notify the Union Committee Chairperson of any change in Carrier sixty days in advance of such change, unless it is not possible to do so. The Union may request a meeting to discuss the proposed change. The benefits provided will be equivalent or greater than.
- e) It is agreed that the Employer will provide employees with a dental plan equivalent to the Blue Cross Number 9 (10/20 deductible) with a 2009 O.D.A fee schedule and a \$1,000.00 cap per eligible Employee/dependent per year. The Employer agrees to pay 50% of the premium.

Recall examinations for those over the age of eighteen will be limited to once every nine (9) months. Fluoride treatments will be covered only for those aged eighteen (18) and under.

- f) The Employer will introduce paramedical coverage that provides for payment of up to \$500 combined annually per employee for physiotherapy, chiropractic, massage therapy and support hose.
- g) **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.**

20.02 The Employer agrees to continue to pay premiums for the above noted Health and Welfare benefits for the first two (2) monthly billings after the commencement of the absence due to illness or injury, excluding WSIB. Thereafter, benefits coverage shall be continued provided the employee concerned agrees to pay the total cost of the premiums to the employer for each monthly period during the remainder of such absence.

20.03 An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article shall be entitled to enroll in the benefits under any one of the following conditions without the 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 enroll in the Extended Health and Dental benefits only, provided they do so with thirty-one (31) days from the date their spouses 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 21- SICK LEAVE**

21.01 Pay for sick leave is for the sole and only purpose of protecting employees against the loss of income and will be granted to a full time employee on the following basis:

- a) Employees who have completed their probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of one and one half (1 ½) days per month of service to a maximum of seventy two (72) days. Employees who have become full time, including any transfers to full time from part time, after August 01, 1986 shall accumulate sick leave credits to a maximum of fifty (50) days.
- b) Any employee absenting himself on account of personal illness, shall, after providing proof of personal illness, if requested by the Administrator or his designate, receive sick pay benefits equal to the employee's normal wage for each day of personal illness that he was scheduled to work, to the extent of his accumulated sick leave credits.
- c) Absence for injury or illness compensable under the Worker's Compensation Act shall not be charged against the accumulated sick leave credits.
- d) Any employee absent due to illness in excess of two (2) months shall forfeit his sick leave accumulation for the third (3rd) and successive month of such leave.
- e) Any full time employee with three (3) years or more of seniority who terminates his employment or transfers to part time shall receive pay out of sick leave credits according to the following scale:

3 years - 15% of accrued sick leave;

4 years - 20% of accrued sick leave;

- 5 years - 25% of accrued sick leave;
- 6 years - 30% of accrued sick leave;
- 10 years -35% of accrued sick leave;
- 20 years – 40% of accrued sick leave.

At the time of a full time employee's death, her estate shall receive the sick credit payout the employee would have received had she terminated or transferred.

- f) Any employee absenting himself on account of personal illness shall, where possible, notify the Employer on the first day of illness at least three (3) hours before the start of his shift if on the afternoon or night shift, and at least one (1) hour before the start of his shift if on the day shift. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick benefits for that day of absence.
  - g) The Employer may require that an employee absenting himself on account of personal illness shall, prior to receiving pay for such absent day(s) furnish a medical certificate from a medical practitioner certifying that the employee was unable to work on account of personal illness.
  - h) Employees absent on short term illness of two (2) days or less duration shall be paid for the first four (4) such illnesses in any calendar year. For the fifth and succeeding illnesses of two (2) days duration or less in any calendar year, employees shall not be paid. If on the fifth or succeeding illness, employees are off for two (2) days or more, then payment for sick leave shall commence on the third day and shall continue as long as credits are available. This penalty will be waived if the employee has two (2) years seniority and at the time the fifth or successive illness occurs has accumulated not less than fifty percent (50%) of her maximum sick leave entitlement.
- 21.02 a) Employees are requested to notify the Nursing Home of their intention to return to work after illness at least eight (8) hours prior to the start of the shift on which they plan to return. Failure to do so may result in no work being available, and the employer will not guarantee that work will be available for that shift.
- b) If an employee draws unemployment insurance benefits while off sick, she will not be entitled to draw sick pay for the said period of time.
  - c) The Employer shall pay the cost of a corporate approved medical certificate where the Employer has required the employee to provide such medical certificate.

## **ARTICLE 22 – PENSION PLAN**

22.01 (01) In this Article, the terms used have the meanings as described:

“PLAN,” means the Nursing Homes and Related Industries Pension Plan.

“APPLICABLE WAGES” means the basic straight time wages for all hours paid including:

- (i) The straight time component of hours worked on a holiday;
- (ii) Holiday pay for the hours not worked;
- (iii) Vacation pay

All other payments, allowances and similar payments are excluded.

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

- (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.

- (03) The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (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 cost 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 be changed so that the Employer’s obligation to contribute to the Plan exceeds the amounts specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligation exceeds that which the Employer would have if the Plan were a defined contribution plan.

- (05) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required to the Pension Benefits Act, R.S.O. 1990, Ch. P5, 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 Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants or auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on 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 requests shall be borne by the Plan.

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

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

Date of Hire  
Date of Birth  
Date of First Remittance  
Seniority List (for purpose 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 to be provided to the Home  
Termination Date when applicable

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

Gender  
Marital Status

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

## **ARTICLE 23 – WORKPLACE SAFETY AND INSURANCE BOARD**

23.01 Where a full time employee is absent due to illness or injury which is compensable by WSIB legislation the following shall apply:

- a) The employer to continue their share of benefits premiums for employees on WSIB for a period of twenty-four months provided employees continue to pay their share of the benefits, where applicable.
- b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee providing the employee pays the total cost of the premiums to the Employer for each monthly period during the absence;
- c) An employee will not be eligible for paid holidays, sick leave or any other benefits of this agreement, except where specified otherwise, during any absence covered by WSIB.
- d) Time spent on Workplace Safety and Insurance shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of this agreement.
- e) Employers agree to provide the appropriate forms to NHRIPP, or the appropriate Pension Provider in the case where NHRIPP is not in place, in the event of a WSIB absence.
- f) An employee receiving worker's compensation (WSIB), upon return to full duties will be provided with their former position or a comparable position if the original position is no longer available. If no comparable position is available, the employee will be able to exercise their rights under the layoff provisions of the collective agreement.

## **ARTICLE 24 - COMPENSATION**

24.01 Schedule "A" attached hereto shows the classifications and wage rates of the employees covered by this agreement.

- (a) When a new classification (which is covered by the terms of this Collective 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 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, and shall be retroactive to the date that notice of the new rate was given by the Home.

- (b) 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 allow the Union to make representation with respect to appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be 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 may be) 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.

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

24.02 The regular pay days for all employees covered by this agreement shall be Thursday of every second week. All deductions shall be clearly shown.

24.03 Payments shall be made by the Employer for all hours worked during the two (2) week pay period, together with overtime, paid holidays and other benefits to which the employees are entitled in accordance with the provisions of this Agreement. Pay Stubs shall be provided on Wednesday, unless they are not available. Errors in pay of eight (8) hours or greater shall be paid by separate cheque within up to three (3) business days of such request.

## **ARTICLE 25 – MISCELLANEOUS**

### **25.01 Union Bulletin Boards**

The Employer agrees to erect, in a central location, one (1) bulletin board for Union notices. All notices to be posted on such bulletin board must have the authorization of the Administrator or his designate. Such authorization will not be unreasonably withheld.

### **25.02 Printing of the Contracts**

The Union agrees to prepare the collective agreements. Once proofed and sent out the Employer will sign them within thirty days. The cost will be shared on a 50-50 basis.

### 25.03 General

- (a) Where the feminine gender is used in this Agreement, it shall mean and include the masculine gender as the context may require.
- (b) In no event shall there be any pyramiding of benefits or overtime payment.

### 25.04 Retirement

- (a) Employees who have reached the age of 65 shall normally be retired. If they continue to work, it will be subject to semi-annual review by the Employer to determine whether they are capable of performing their assigned duties. If such Employee is capable of her assigned duties in the opinion of the Employer, employment shall continue until such time that the Employee becomes incapable. All benefits are to be terminated at the end of the month the Employee reaches 65 years.
- (b) The parties agree to follow the current benefit booklets or collective agreement regarding benefits, and at age 70 workers previously entitled to benefits will receive in lieu as per the contract.

### 25.05 Orientation

- (i) There shall be up to a six (6) day orientation rate payable at the current Provincial minimum wage for all new staff. After the completion of these days the Employee's wage rate will be adjusted to reflect the "first 450 hours" as per Schedule A.
- (ii) The above orientation hours do not form any part of probation period referred to in 11.02 and should never be added as "seniority hours".
- (iii) Employees who have been away from the workplace for a period of twelve (12) continuous months or more may request orientation shifts from the Employer upon return to work. Such requests will not unreasonably be denied.

## ARTICLE 26 - TERM AND RETROACTIVITY

26.01 This Agreement shall be effective from the 1st day of November **2021** up to the 31<sup>st</sup> day of October **2023**, and shall continue in effect until a new agreement is reached during the course of negotiations, conciliation or arbitration proceedings as required under the Ontario Labour Relations Act and/or the Hospital Labour Disputes Arbitration Act of Ontario.

26.02 Notice of intent to amend this agreement shall be given by either party to the other in writing within one hundred and twenty (120) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new

amended Collective Agreement.

26.03 (a) Retroactivity will be paid for all hours paid by the Employer to all permanent employees on the payroll as of the date of ratification. Retroactivity will be paid within sixty (60) days of the date of ratification on a separate cheque.

(b) 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.

In Witness Whereof the parties hereto have caused the Collective Agreement to be executed by their duly authorized representatives this 28<sup>th</sup> day of October, 2022.

FOR THE EMPLOYER

Marcy Rainky  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

DP  
Dale Stevens  
Ann Clement  
Kelly Payne  
H. D. K.  
Don Camp



## SCHEDULE “A”

### COPPER TERRACE - UNIFOR WAGE RATES NOVEMBER 1, 2021 TO OCTOBER 31, 2023

		Current	Nov. 1, 2021 1.5%	Nov. 1, 2022 1.75%
PSW	PROB	\$20.39	\$20.70	\$21.06
	3 MOS.	\$21.15	\$21.47	\$21.84
	1 YEAR	\$21.42	\$21.74	\$22.12
	2 YEAR	\$22.18	\$22.51	\$22.91
DIETARY HOUSEKEEPING LAUNDRY	PROB	\$19.84	\$20.14	\$20.49
	3 MOS.	\$20.62	\$20.93	\$21.30
	1 YEAR	\$21.13	\$21.45	\$21.82
	2 YEAR	\$21.79	\$22.12	\$22.50
COOK 1	PROB	\$21.65	\$21.97	\$22.36
	3 MOS.	\$22.31	\$22.64	\$23.04
	1 YEAR	\$22.98	\$23.32	\$23.73
	2 YEAR	\$23.44	\$23.79	\$24.21

**NOTE 1:** Assistant Cooks will be reclassified as Cooks with no requirement for the current cooks to be certified. Current Cooks (as of May 4, 2004) are to be “grand-fathered” in if future certification is required.

**NOTE 2:** Part time employees shall receive fifty-five cents (\$.55) per hour in lieu of the following benefits: Sick Leave, Health & Welfare (OHIP, Drugs, Vision Care, Life Insurance and Shift Premium) which shall be paid after the completion of 450 hours.

**NOTE 3:** Effective first pay period after ratification, move all Nurse Aides and Health Care Aides into a PSW classification. The PSW classification, if not listed in the agreement, will include any Health Care Aide premium now in existence. Once the PSW classification is created, the Health Care Aide premium will be deleted.

**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.**

## LETTERS OF UNDERSTANDING

### # 1 – PART TIME SUMMER HOURS

During the summer vacation period of May 1st to September 30th of each year, part time employees shall be allowed to work up to seventy-five (75) hours bi-weekly for the purpose of replacing full time employees who are off due to vacation, and shall retain their part time status in the bargaining unit. The Employer will post a list no later than March 1<sup>st</sup> for employees to sign their interest and will take down the list on March 15<sup>th</sup>.

### # 2 - STUDENTS

Students hired during the period of May 01 to the day subsequent to Labour Day of each year, shall have no seniority accumulated and shall be hired for specific term or task.

### # 3- ALTERNATE CLASSIFICATIONS

The parties agree that all employees shall have one primary classification but may also hold an alternate classification. It is clearly understood that an employee may only be utilized in their alternate classification based on the criteria below.

1. The employee must have the necessary qualifications, skills and training prior to being put on the list for the alternate classification.
2. All call-ins would first be offered to those employees that hold the position as their primary classification. When the list of employees from the classification is exhausted, including overtime, the call-ins would then be offered to those employees from the alternate list on a seniority basis.

### # 4 – SHIFT REDUCTION

Full time employees scheduled ten (10) shifts in a biweekly period may request to be scheduled only eight (8) or nine (9) in a bi-weekly period, to be scheduled the first full period following the approval request and to be locked into this schedule for the next six (6) months. Employees shall earn benefits on a pro-rated basis with hours worked. Any requests required under this procedure shall be made in writing to the Administrator of the Home.

The procedure documenting procedures to be followed during the trial period shall be agreed upon by the parties prior to implementation. However such procedures shall include the following:

- 1) Employees eligible to give away shifts shall not be allowed to give away “weekends” as defined in the collective agreement.

- 2) Shifts reduced by this procedure shall be scheduled as per the scheduling agreements of the collective agreement.
- 3) Where an employee who leaves employment with Copper Terrace for any reasons has given away a shift(s) such shift(s) must automatically be returned to the rotation for permanent posting in accordance with the collective agreement.
- 4) To be eligible the employee must have a seniority of eight (8) years.
- 5) Where an employee who has given away shifts in accordance with this procedure receives a leave of absence, the reduced work week shall be worked by any replacement, as per temporary posting.

After the trial period has ended, all shifts given away shall be returned to the employees who have given them away and the procedures for the continuation shall be agreed upon by both parties, or, failing mutual agreement, by written notice of one party to the other the program shall be discontinued for the duration of the agreement.

## **# 5 – 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 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 from the failure to collective 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 more frequent.

## **# 6 – ABUSE AND/OR THREATENING BEHAVIOUR NOT TOLERATED**

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

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

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

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

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify his/her immediate supervisor who will assess the situation and give further direction. In the event that the abuse is from a resident, it is agreed that no employee will be obligated to work with the resident one-on-one. In the event that a cognitive resident continues with the abuse/threatening behaviour, the staff member shall be given the opportunity to transfer to a different work area, or be assigned a different resident. The incident will be documented on the resident care plan/chart with a clear course of action for staff to follow when providing care to the resident, and a copy of the incident will be provided to the Director of Nursing.

If the abuse/threatening behaviour involves a resident the multi-disciplinary team will do a full assessment of the situation and develop a plan of action. In the event that the resident knowingly and willingly continues the abusive behaviour, it will be documented and the Employer will suggest the resident shall be referred to an appropriate facility.

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

## **# 7 – ABUSE OF RESIDENTS WILL NOT BE TOLERATED**

The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee Person is not present, the Union Committee person will be advised not later than the next business day.

All investigations will be completed as quickly as possible. When an investigation exceeds ten (10) days, an explanation of the delay will be provided to the Unit Chair or Designate. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

## **# 8 – WORK REINTEGRATION**

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

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

The Employer agrees that its Early and Safe Return to Work and Work Reintegration programs will include a statement that the Employer will make reasonable effort to provide modified duties.

If, having commenced a modified/light/alternate work program, the employee raises an objection, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.

## # 9 – HARASSMENT POLICY IN RESPECT OF UNIFOR MEMBERS

### 1. Policy

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

### 2. What is Harassment?

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

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

### 3. Responsibilities

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

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

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

- \* name calling
- \* racial slurs or jokes

- \* mimicking a person's accent or mannerisms
- \* offensive posters or pictures on paper
- \* repeated sexual remarks
- \* physical contact that could be perceived as degrading
- \* sexual flirtation, advances, propositions
- \* leering
- \* comments about a person's sex life
- \* innuendo, gestures or taunting about a person's body, disability, attire or gender

#### **4. Procedure**

The Employer and Unifor are responsible for:

- \* advising a complainant when this policy applies;
- \* providing education regarding harassment,
- \* clarifying options available;
- \* identifying and assisting complainants in obtaining counseling;
- \* facilitating in the resolution process and
- \* informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the criminal Code.

In addition, the Employer and Unifor will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

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

Employer and Unifor.

7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
9. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
11. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

## **# 10 – VIOLENCE AGAINST WOMEN**

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

## **# 11 – CONTRACT IN**

The Employer confirms that it will not “contract in” for the life of the collective agreement. The Parties agree that this Letter of Understanding does not pertain to the Employer’s use of Agency staff provided employees who are qualified are given first opportunity to work shifts.

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



## **# 12 – CONTRACT OUT**

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

## **# 13 – WORK OF THE BARGAINING UNIT**

The parties shall identify the number of working supervisors in each facility, as of December 31, 2007. The Employer agrees that it will not increase the number of working supervisors or the number of bargaining unit shifts the current working supervisors are regularly performing during the life of this Agreement.

## **# 14 – PAID HOLIDAYS**

- 1) It is agreed that the participating homes identified in Schedule “A” all provide for more holidays than are set out in the Employment Standards Act 2000 (the Act).
- 2) It is further agreed that these same homes apply qualifiers to determine the entitlement of bargaining unit employees to holiday pay. In some cases these qualifiers apply only to Part-Time employees, and in some cases to both Full-Time and Part-Time employees.
- 3) It is further agreed that it is possible, when the qualifiers are applied, that the affected employees will not receive the holiday pay to which they are entitled under the Act.
- 4) Grievances have been filed at Babcock Nursing Centre and at Delhi Nursing Home (insert grievance references numbers or dates) alleging the Employer has not paid the holiday pay to which employees are entitled.
- 5) In order to resolve this issue in an amicable manner the parties agree that any dispute regarding the adequacy of the benefits under the collective agreement compared to the benefits under the Act should be resolved on the basis set out in the award of Arbitrator How in Re Zehrs Markets and UFCW Local 175 (2002) 107 LAC (4<sup>th</sup>) 261. For greater clarity since the comparison between entitlements under the Act and under the collective agreement must be made in an individual basis, the Employer will compare each employee’s entitlements at the end of the calendar year or at the time of termination of employment if applicable.
- 6) Accordingly, all homes set out in Schedule “A” will, commencing in January 2010 determine the amount of holiday pay (in dollars) each employee would have received in 2009 under the Act, using the qualifiers set out in the Act, and calculating holiday pay as set out in the Act. This will be referred to as the “required holiday pay”.
- 7) The results of this calculation will be compared to the actual holiday pay each employee received in the year 2009 using the qualifiers as applied by the Employer as set out in its

collective agreement with the Union. This will be referred to as the “actual holiday pay”.

- 8) Where the actual holiday pay received by an employee is greater than the “required holiday pay” no further action need be taken.
- 9) Where the actual holiday pay received by an employee is less than the required holiday pay, the employee will receive the difference between those two sums, less deductions required by law.
- 10) Prior to releasing any funds each Employer will share with its local Union President or designate, the results of the calculations set out in 6 to 9 inclusive for verification.
- 11) Notwithstanding the above, it is agreed that at Babcock and at Delhi Nursing Home, where grievances were filed in 2008, a calculation will be undertaken as set out above for calendar 2008.
- 12) Monies owing under the calculations set out above will be paid within two pay periods of the date the Union Chairperson receives the calculations from the Employer.
- 13) The above settles the grievances at Babcock and Delhi. This calculation will be carried out at each home indicated in Schedule “A” for as long as it is necessary to ensure compliance with the Act, or until such time as the parties agree to an alternative.
- 14) Reconciliation to be completed no later than March 1<sup>st</sup>.

## **#15 – PART TIME SENIORITY ACCRUAL**

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

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

### **Now therefore witnesseth as follows:**

- 1) The Collective Agreements set out in Appendix “A” all have provisions that provide for the accrual of seniority on the basis of hours paid or hours worked, and/or on the conversion of seniority on the basis of a formula using hours worked or hours paid.
- 2) The Parties agree that from the date of the signing of these Minutes the Effect of Absence provisions in the Collective Agreements set out in Appendix “A” will be amended with the addition of the following language:

Seniority only for part-time employees shall accrue for absences due to a disability resulting in

WSIB benefits, or illness of injury. The rate of accumulation will be based on the employee's normal weekly hours paid (insert "worked" if the Home's language or practice is to use Hours Worked) over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, illness of injury.

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

## **# 16 – RECREATIONAL AIDE**

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

## **# 17 – WOMEN'S ADVOCATE**

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

## **# 18 – ADVANCE OF PENDING ILLNESS CLAIMS**

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

## **# 19 – RACIAL JUSTICE**

**The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).**

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

**The Employer will recognize an employee who is elected by the Union to specifically deal with issues of workplace diversity and inclusion. Should this elected employee require unpaid time off, such requests for time off shall not be unreasonably denied.**

## **# 20 – HOLIDAY PAY**

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

## **# 21 – WORKING SHORT**

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

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

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

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

1. Review the staffing complement (FT, PT and Casual staff mix).
2. Consider alternative scheduling procedures.

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

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

## **# 22 – ME TOO LANGUAGE**

**In the event that the Judicial Review of the Group of 11 Nursing Homes Arbitration (now referred to as the Maplewood application) results in a salary rate or other monetary improvements during their two (2) year period, the agreed upon terms herein (November 1<sup>st</sup>, 2021 to October 31<sup>st</sup>, 2023 for this bargaining unit) then the employer will increase the salary or other monetary improvements to match the above Judicial Review results and be retroactive, if applicable.**

## **# 23 – SETTLEMENT AGREEMENT**

WHEREAS:

- (a) The Employer recently changed benefit carriers at the above Units and issues arose as to whether or not employees could opt out of any portion of the benefits provided.
- (b) The Employer and the Union (collectively referred to as the parties) mutually desire to resolve their concerns in accordance with the following terms and conditions.

THEREFORE the Parties hereby agree as follows:

1. The Employer agrees to continue the past practice of allowing employees to opt out of specific health care benefits – Dental or EHC (which includes vision and paramedical).
2. Employees will only be allowed to opt out at the time of enrollment or this one time implementation in accordance with the perspective collective agreements and/or the Service Unit agreement in their perspective workplaces.

3. The parties agree that opting back into the benefits will only be allowed in accordance with the perspective collective agreements and/or the Service Unit agreement in their respective workplaces.
4. The Union agrees it will not be in violation of the prospected collective agreement by the Employer not providing said benefits to an employee whom have opted out.

*st/cope343*