



**unifor**  
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# **COLLECTIVE AGREEMENT**

between

**KANNAMPUZHA HOLDINGS LTD.**  
**c.o.b. as EXETER VILLA**  
(herein called the “Employer”)

and

**UNIFOR AND ITS LOCAL 2458**  
(herein called the “Union”)

**November 1, 2021—October 31, 2024**

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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 mutually satisfactory hours, wages and working conditions for the employees covered by this Collective Agreement.

## **ARTICLE 2—SCOPE AND RECOGNITION**

2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Exeter Villa at Exeter Villa in the town of Exeter, save and except Registered Nurses, Supervisors, persons above the rank of Supervisor, and Office and Clerical staff.

2:02 Where there are matters of mutual concern and interest that could be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Items not listed on the agenda will not be discussed at the arranged meeting.

A representative attending such meetings shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed. A representative of Unifor National and/or Local 2458 may attend as a representative of the Union.

## **ARTICLE 3—MANAGEMENT RIGHTS**

3:01 The Union recognizes and acknowledges that the management of the establishment and direction of the working force are fixed exclusively with the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order and efficiency;
- (b) Hire, promote, demote, classify, transfer, suspend and retire employees, and to discipline and discharge any employee for just cause provided that a claim by an employee who, has acquired seniority that has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) Make, enforce and alter, from time to time, rules and regulations, to be observed by the employees. Any changes in rules and regulations shall be conveyed to the Union before their implementation and rules and regulations shall not be contrary to this Collective Agreement.
- (d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of establishments, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of employees, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this agreement.

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

4:01 It is agreed by the parties that all employees covered by this agreement shall sign a union membership card and shall remain members of the union as a condition of employment. Each of the parties to this agreement will ensure that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employees because of union membership.

4:02 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and dues check-off. The Employer agrees to provide each employee with a copy of the Collective Agreement.

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of union membership.

4:03 The Employer agrees to deduct union dues on a monthly basis, the amounts so deducted shall be such sums as may from time to time be assessed by the union on its members in accordance with Unifor National Constitution and/or By-laws of the National and Local Union. The dues will be deducted from the first pay due each calendar month and will be remitted by the Employer to the Union not later than the twentieth (20<sup>th</sup>) day of the same month. Dues deduction shall go into effect on the next payroll after completion of the employee's probationary period. The Employer shall, when remitting such dues, supply the Union with a list of employees from whose pay such deductions have been made.

The Employer will provide the union chairperson a listing of names, addresses, phone numbers, e-mail addresses and classifications of all employees in the bargaining unit. On a monthly basis, the Employer will provide to the union

chairperson the names of employees in the bargaining unit who have terminated, been terminated and those who have resigned, as well as the employees who have not remitted dues in that month as a result of some form of absence where the union dues could not be deducted by the Employer.

The union shall indemnify and save the Home harmless with respect to all union dues so deducted and remitted.

The Employer agrees to indicate on each employee's T4 slip, the amount deducted during each calendar year as Union dues.

4:04 The Union shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Management of Exeter Villa.

4:05 There will be no contracting out to any greater extent than is the current practice.

4:06 It is agreed that no person excluded from the bargaining units (except volunteers or family members) shall perform any duties or work within the bargaining unit except for the purpose of instruction, in cases of emergency beyond the control of the Employer, and in the cases agreed upon by the Union and the Employer. It is further understood that nothing herein shall prevent supervisory/management staff from doing Bargaining Unit work to any greater extent than is the current practice.

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 or more part-time positions without the agreement of the Union, such agreement not to be 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.

Both parties agree to maintain the strictest level of confidentiality when dealing with grievances, personal issues or medical/accommodation issues.

5:02 **Resident Abuse Not Tolerated**

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

while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee Person is on site, the Union Committee Person will be present at the time the employee is sent home. If a Union Committee Person is not present, the Union Committee person will be advised not later than the next business day.

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

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

6:01 The Employer agrees that it will not cause or direct any lockout of the employees covered by this Agreement during the term of this 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 Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than three (3) members and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining or any other matter properly arising from time to time during the continuance of the Agreement, including the negotiations for or renewal of any Agreement. Such members shall also act as Committee Persons, one of whom shall be designated a Chairperson. The President of Local 2458 and/or their designates shall form part of the Union Committee.

7:02 The Union acknowledges that members of the Union Committee have scheduled duties which must be performed on behalf of the Nursing Home and that such employees will not leave their scheduled duties to attend to meetings as set out in this agreement without first obtaining permission to do so from their supervisor. Such permission shall not be unreasonably withheld.

Members of the Union Bargaining Committee shall not suffer any loss of pay when required to leave their employment in order to carry on negotiations for the renewal of this Agreement, up to but not including Arbitration, or for time thus spent on union /management business during their shift.

### **Pay for Scheduled Day Missed - Master Bargaining**

When the Home is participating in the Master Bargaining Process, and a Member of the Union Bargaining Committee 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.

- 7:03 The Union will supply to the Employer the names and titles of all Committee Persons and members of the Union Committee, and will revise such list from time to time as is necessary.

## **ARTICLE 8—GRIEVANCE PROCEDURE**

- 8:01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below:

### **8:02 Complaint**

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

#### **Step One**

The Union Committee will then submit the grievance in writing to the Administrator, or designate within five (5) calendar days of receipt 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 reasonable time in advance of any Step 2 Grievance Meeting in order that they may prepare for such meeting.

### **8:03 Group and Policy Grievances**

The grievance procedure outlined in this Article shall apply equally to a grievance lodged by a group of employees, or to a policy grievance. Such grievances shall



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

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

**8:04 Discharge Grievance**

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

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

**8:05 Benefits Grievance Resolution**

Effective on the renewal of the current health and welfare benefits coverage:

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

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

- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) 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, upon the consent of all parties the grievance shall be transferred to the ordinary grievance/arbitration process.

8:06 Time limits fixed in the grievance procedure and arbitration procedure may be extended only by mutual consent of the parties.

**8:07 Right to have a 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 that a Union Committee Member can be involved.

**8:08 Clearing of Employee Record**

Records of formal disciplinary action (written warnings, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once a period of twelve (12) months has elapsed from the effective date of the discipline. Such discipline shall not be removed where disciplinary action arises from an interaction with residents until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

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

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 the resident care and quality standards. It is understood that an employee should first bring such deficiencies to the Employer's attention through their immediate Supervisor, Labour / Management Committee or other workplace forums, and allow the Employer a reasonable opportunity to remedy any problems.

**8:09 Mediation**

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

Grievance mediation will commence within twenty-one (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	Jules Bloch	Chris White
Randy Levinson	Laura Trachuk	John McNamee
Ted Crljenica	David Starkman	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 (1) representative for every fifty bargaining unit members in the facility, with a minimum of two (2) representatives.
- 10:03 At no time shall the number of company members be allowed to outnumber the amount of union members.
- 10:04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.
- 10:05 The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the committee may determine.

10:06 Without limiting the generality of the foregoing, the committee shall:

- (i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment.
- (ii) Make recommendations for the improvement of the health and safety of workers.
- (iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
- (iv) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
- (v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
- (vi) Unifor representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.

10:07 In the event of accident or injury committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

10:08 No employee shall operate any piece of equipment or perform duties until they have received orientation, education and/or instruction.

10:09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.

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

10:11 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

10:12 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.

**10:13 National Day of Mourning**

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

(b) Each year on December 6<sup>th</sup> at 11:00 a.m., one minute of silence will be observed in memory of the murdered fourteen women in the 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 Employment of Disabled Workers**

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

**10:17 Injured Workers Provisions**

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

## 10:18 **Outbreak**

- (a) Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatment is not covered by some other source, the cost will be borne by the Employer.
- (b) If an employee does not take the recommended course of treatment, or fails to complete it, they shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer, any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.
- (c) An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that, sick leave or vacation if the credits are available. If the employee has no sick time they may use vacation entitlement subject to the following paragraph.
- (d) Accrued sick time must be used prior to using vacation entitlement. In the event that an employee uses vacation, such vacation will be granted in increments of one (1) day. These single vacation days will not be considered as single days as set out in Article 15. The employee shall be required to contact the Administrator of the facility, or their designate, on a daily basis to confirm that vacation will be granted for that day. Employees on vacation must be available to work each day if required by the Employer.
- (e) Where it is permitted by the Medical Officer of Health, or designate, and where it is otherwise possible, an 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 (1) health care facility, and an outbreak occurs in one (1) of the facilities with the result being the Medical Officer of Health or designate limits the employee to working at one (1) facility only, the Employer will attempt to offer the employee call in hours, being respectful of the agreed to call in procedure.

## 10:19 **Mental Health**

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

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

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

10:20 If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

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

11:01 (a) New full time employees of the Employer shall be considered probationary employees until they have completed four hundred and fifty (450) hours worked or twelve (12) months, whichever comes first. Hours must be worked in order to pass probation, after which time their continuous service for all purposes of this Agreement shall date from the last date of hire.

(b) New part-time employees of the Employer shall be considered probationary employees until they have completed four hundred and fifty (450) hours worked or twelve (12) months, whichever comes first. Hours must be worked in order to pass probation. Continuous service for all purposes of this Agreement for part time will be calculated on the basis of 1800 hours worked equaling one (1) year of seniority.

(c) New employees will be orientated to the shifts) for which they were hired. During this time they shall be paid at minimum wage.

11:02 It is a condition of this Agreement that the discharge or discipline for just cause or layoff of a probationary employee shall not be the subject of a grievance and arbitration as set out herein as such discharge, suspension or layoff shall be at the sole discretion of Management. The Employer will provide the reasons for the suspension or discharge to the employee in writing.

11:03 In the event that a part time employee should become a full time employee, such employee's name will be removed from the part time employee's seniority list and will be added to the full time employee's seniority list.

Such employees shall be credited with all accrued seniority to the date of their becoming a full time employee in accordance with the following:

1800 hours worked =1 year of service.

Such employee will be given a seniority date on the full time employees seniority list, which will reflect the amount of their full time seniority determined in accordance with the foregoing formula.



11:04 The Employer shall supply the Local Union office with seniority lists and post these lists, in January and July of each year, showing the employees and their seniority. 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.

11:05 Employees who are absent on sick leave, excluding absences covered by Workers Compensation for a period greater than twelve (12) months will cease to accrue continuous service. Employees will, however, continue to accrue seniority. Seniority for part-time employees will be the average over the preceding six (6) month period. Seniority and service shall continue to accrue for all employees while off due to an injury covered by Workers Compensation and while on scheduled vacation.

11:06 **Loss of Seniority**

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

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

11:07 The Employer shall give notice of termination of employment to all employees in accordance with the employment standards legislation in the Province of Ontario except in cases of dismissal for cause or termination of employment during an employee's probationary period. However, the Employer agrees that notwithstanding the *Employment Standards Act*, the employees who have completed their probationary period will receive a minimum of two (2) weeks' notice.

11:08 Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

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

## **ARTICLE 12—LAYOFF AND RECALL**

### **12:01 Short Term Layoff**

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

### **12:02 General Provisions Related to Layoffs**

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

### **12:03 Long Term Layoffs**

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

12:04 In the event of a proposed layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

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

**12:05 Layoff Procedure**

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

12:06 Employees on layoff may apply for any posted position; however the job posting procedures will apply unless otherwise noted.

**12:07 Recall Rights**

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the qualifications and can perform the duties in question without training other than orientation.
- (b) Employees on layoff have the right of recall to their former position, and this supersedes the posting provisions of the Collective Agreement.
- (c) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held

prior to the layoff should it become vacant within thirty-six (36) months of the date of their layoff.

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

#### 12:08 **Benefits on Layoff**

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

12:09 Grievances concerning layoffs shall be initiated at the final step of the grievance procedure.

## **ARTICLE 13—JOB POSTING**

### **13:01 Job Posting**

- (a) When a new job is created or when a permanent vacancy occurs in any department of the Home coming within the scope of this Agreement, a notice of such vacancy will be posted for six (6) calendar days. It is understood that the Employer may temporarily fill the vacancy during the posting period.
- (b) Vacancies shall be filled on the basis of the following:
  - (i) Skill and ability and
  - (ii) Seniority

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

- (c) Commencing on the date of transfer there will be a "Trial Period" of ten (10) working days in order to determine that the employee has the ability to perform the new duties. At the end of this time either the Employer or the employee may request that the employee return to their previous duties.

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

- (d) Where as a result of a job posting, the successful applicant receives a promotion (that is moving from a lower rated classification to a higher rated classification) they shall progress to the next higher wage rate on the classification grid of the higher rated classification.
- (e) If no employees apply for such position, the Employer may take whatever steps are necessary to fill the posting.

### **13:02 Temporary Job Postings**

Temporary vacancies of less than thirty (30) calendar days need not be posted, and may be filled at the Employer's discretion.

Only the original vacancy exceeding thirty (30) calendar days will be posted. All subsequent vacancies resulting therefrom will be filled at the Employer's discretion.

Notwithstanding any other provision in the collective agreement, temporary vacancies shall not exceed two (2) years, without the agreement of the Employer and the Union. If a temporary vacancy is still required after two (2) years, the Employer shall post the vacancy as a permanent vacancy, with the understanding

if the employee on leave from the position returns, the employee will return to their former position. All other employees impacted will also be returned to their former position.

## **ARTICLE 14—LEAVES OF ABSENCE**

### **14:01 Union Leave**

#### **(a) Union Representation**

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 (1) calendar year within each bargaining unit at each work site. The forty (40) working day limit shall not include PEL absences or absences to attend other Union educational programs, which shall be limited to a total of forty (40) working days. The limit does not apply to the Union Chairperson.

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

#### **NHRIPP**

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

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

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.

### **14:02 Bereavement Leave**

- (a) In the event of the death of a member of an employee's immediate family, the Employer shall grant leave of absence of five (5) working days with pay, ending with the day following the celebration of life or other gathering connected to the death of the family member. Immediate family shall mean: spouse, child, step-child.

The term spouse or partner shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one (1) year in duration, including a person of the same or opposite sex.

- (b) In the event of the death of a member of an employee's immediate family, the Employer shall grant leave of absence of three (3) working days with pay, ending with the day following the celebration of life or other gathering connected to the death of the family member. Immediate family shall mean: parent, sibling.
- (c) One (1) working day leave of absence with pay be granted in the event of the death of an employee's grandchild, grandparent, mother-in-law, father-in-law, aunt, uncle, niece or nephew to attend a celebration of life or other gathering connected to the death of the family member.
- (d) An employee can apply to use a paid bereavement day to which they would otherwise be entitled in accordance with this clause for use at a later date to attend celebration of life or other gathering connected to the death of the family member, or equivalent service.
- (e) When an employee is eligible for Bereavement Leave while on vacation, they shall be entitled to such Bereavement Leave as set out above. The vacation days so replaced shall be extended or rescheduled as mutually agreed.
- (f) Where it is necessary because of distance, the employee may be provided up to four (4) additional days' unpaid leave.

#### 14:03 **Jury Duty**

An employee required to serve jury duty shall be paid up to five (5) days, the difference between what they would have earned for their scheduled hours, and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over their jury fees less expense money received from the authorities for meals and lodging and the Employer will continue their wages. The employee is to notify their supervisor as soon as possible after receipt of notice of selection for jury duty. The employee will come to work during those regularly scheduled hours that they are not required to attend court.

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

#### 14:04 **Pregnancy and Parental Leave**

- (a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of her delivery, shall be entitled to pregnancy leave of up to seventeen (17) weeks in duration. The Employee shall give written notice at least two (2) weeks

prior to the date upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided within two (2) weeks of stopping work.

- (b) Effective January 19, 1998, and for leaves beginning on or after that date, and subject to confirmation by the Employment Insurance Commission of the appropriateness of the Supplementary Unemployment Benefit Plan, then; an employee who has completed ten (10) months of continuous service prior to the expected date of birth will be eligible to a Supplementary Unemployment Insurance Benefit (SUB). To receive the benefit, the employee must be in receipt of Employment Insurance Benefits.

The SUB benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings, and the sum of her weekly Employment insurance benefits.

Such payment shall commence after the one (1) week Employment Insurance waiting period, and shall continue while the employee is in receipt of Employment Insurance Benefits, to a maximum of seventeen (17) weeks.

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

This Plan is subject to the requirements and the provisions of the Employment Insurance Commission, the legislation and any regulations made under the legislation.

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

- (c) An employee who has been employed for at least thirteen (13) weeks is eligible for Parental Leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within fifty-two (52) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time. Parental Leave shall be granted up sixty-one (61) weeks in duration in the employee also took pregnancy leave and sixty-three (63) weeks if the employee did not.



An employee must give at least two (2) weeks' notice of the date that the Parental Leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.

- (d) Where an employee has given written notice to begin either a Pregnancy or Parental Leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks' notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks' notice.

- (e) Employees will be enrolled and/or continue to be enrolled in the benefit plans per article 20 of the agreement, unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution, if any, to such premium based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the employee continues absent on Pregnancy or Parental Leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such premium based benefits may make such arrangements with the Employer as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post-dated cheques.

Where an employee gives written notice that they do not wish to pay their portion of premium, coverage will be discontinued, and enrolment upon return to work will be subject to the requirements of the carrier. The carrier has advised that, provided the individual re-enrolls in their benefit coverage within thirty-one (31) days of the expiry of their Pregnancy and/or Parental Leave, no penalties will apply.

- (f) Employees are eligible to either begin or continue participation in the retirement benefit during the leave, and unless the employee gives the Employer written notice that the employee does not intend to pay their contribution, if any, the Employer shall begin or continue to make the Employer's contribution.

Employees who participate may make such arrangements with the Employer for the payment of their share of the contribution as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post-dated cheques. Employees

participating in the retirement benefit have the right to vary the level of contribution during the leave.

- (g) An employee will continue to accumulate seniority during Pregnancy and/or Parental Leave.

Where seniority is calculated based on hours worked, then the calculation will be based on the average of hours worked during the twelve (12) months immediately preceding the pay period in which the leave commenced.

- (h) Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to comparable position, if it does not. The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.

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

#### 14:05 **Leave of Absence for Personal Reasons**

- (a) When making a request, Employees must indicate a reason for the leave.
- (b) An employee may be granted leave of absence without pay for personal reasons, provided that such leave may be granted without undue inconvenience to the normal operations of the Home. Except in emergencies, written application for leave of absence must be made at least six (6) weeks in advance of such leave.
- (c) The Employer agrees to continue all benefits as provided for in Article 20 for one (1) month from the date the leave begins. Thereafter, subject to any restrictions, prohibitions, etc. of the insurance carrier, the employee may continue on with the benefits provided they pay one hundred percent (100%) of the premiums for such benefits. The employee must remit such payments by the tenth day of each month.
- (d) An employee on an unpaid personal leave of absence shall accumulate seniority for one (1) month from the date the leave begins. Thereafter, seniority will be frozen and not accumulated, and their seniority date shall be adjusted accordingly on the seniority list upon their return to work.
- (e) 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.

#### 14:06 **Education Leave of Absence**

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

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

- (c) **Mandatory Education and In-Services**

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

#### 14:07 **Family Leave**

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

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

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

#### 14:08 **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 As of May 1<sup>st</sup> of each year, full time employees who have been in the continuous service of the Employer for a period of less than twelve (12) months shall be entitled to and shall receive the following number of days scheduled vacation with pay.

Vacation pay will be payable at four percent (4%) of gross earnings.

One month completed service .....	nil
Two months completed service .....	1 day
Three months completed service.....	2 days
Four months completed service.....	3 days
Five months completed service .....	4 days
Six months completed service .....	5 days
Seven months completed service.....	5 days
Eight months completed service.....	6 days
Nine months completed service.....	7 days
Ten months completed service.....	8 days

15:02 Every employee shall be granted an annual scheduled vacation with pay according to their credited continuous service as of April 30<sup>th</sup> as follows:

- (a) An employee who has completed one (1) year of continuous service shall receive two (2) weeks' vacation at four percent (4%) of gross earnings.
- (b) An employee who has completed four (4) years of continuous service shall receive three (3) weeks' vacation, at six percent (6%) of gross earnings.
- (c) An employee who has completed nine (9) years of continuous service shall receive four (4) weeks' vacation, at eight percent (8%) of gross earnings.
- (d) An employee who has completed seventeen (17) years of continuous service shall receive five (5) weeks' vacation, at ten percent (10%) of gross earnings.
- (e) An employee who has completed twenty-three (23) years of continuous service shall receive six (6) weeks' vacation, at twelve percent (12%) of gross earnings. Effective in the 2016 vacation year, an employee who has completed twenty-two (22) years of continuous service shall receive (6) weeks' vacation, at twelve percent (12%) of gross earnings.

- (f) An employee who has completed twenty-eight (28) years of service shall receive seven (7) weeks' vacation, at fourteen percent (14%) of gross earnings.
- (g) Seniority for part time employee's vacation shall be calculated according to the formula established in Article 11. Part time employees with less than one (1) year of service will be entitled to vacation in accordance with the *Employment Standards Act*.

15:03 (a) It is agreed between the parties hereto that a weeks' vacation is seven (7) calendar days off, five (5) of which are vacation for full time employees.

Vacations shall be scheduled to start on a Monday of each week during the months of June, July, August and September and an employee shall return to work on their master schedule. During all other months a vacation week shall be seven (7) consecutive days from the day it commenced. All vacation shall be scheduled subject to the efficient operation of the Nursing Home.

- (b) Where a statutory holiday occurs while a full time employee is on vacation or where the employee is entitled to a lieu day as a result of Article 16:03 (b), the employee will have the statutory holiday that occurred during their vacation period and/or the lieu day added to their vacation period or taken at another mutually agreeable date.

15:04 (a) Part time employees shall receive their vacation pay on the first pay period of July of each year. At the employee's written request, received by June 15<sup>th</sup>, vacation pay can be deferred to a date specified by the employee, provided it coincides with booked vacation time. Payment for the above will be issued on a separate cheque. Part time employees must take two (2) weeks' vacation in full calendar week blocks.

Employees may elect to receive their vacation pay coinciding with their time off.

- (b) Full Time employees shall receive their vacation monies during regular pay days on their vacation. For clarity, full-time employees will receive vacation pay for all scheduled hours during their vacation. For example, if a full-time employee has six (6) scheduled shifts on a week they have been approved for vacation, they will receive vacation pay for the six (6) scheduled shifts provided they have available vacation pay in their vacation bank. If a full-time employee has four (4) scheduled shifts on a week they have been approved for vacation, they will receive vacation pay for the four (4) scheduled shifts provided they have available vacation pay in their vacation bank. Employees shall not be able to extend their yearly vacation entitlement based on this payment method.

15:05 Vacations may not be accumulated and must be taken in the vacation year which is May 1<sup>st</sup> to April 30<sup>th</sup> of the following year.

15:06 Employees' projected vacation entitlement will be posted on February 1<sup>st</sup> in each year. Employees shall submit their yearly vacation requests by February 28<sup>th</sup>. Vacation requests submitted by February 28<sup>th</sup> will be approved based on seniority. Vacation approval will be posted no later than March 30<sup>th</sup>.

Between the period of June 20<sup>th</sup> to September 15<sup>th</sup> employees can be granted a maximum of three (3) weeks' vacation within this period based on seniority.

15:07 The Employer agrees to meet with the Union Committee as close to March 15<sup>th</sup> as practical to discuss summer schedules and vacation requests.

Employees wishing to take vacation at other times must make their request no later than the Thursday of the week preceding the Friday posting of the work schedule, and such requests shall be granted on a first come first served basis without regard to seniority. However, where multiple applications have been submitted and not yet granted, they shall be granted on the basis of seniority.

Vacation requests submitted after the posting of the schedule will only be approved if the Employee requesting the vacation finds their own replacement. Such vacation request with the name of the Employee replacing the shift(s) must be submitted for approval no later than seventy-two (72) hours in advance of the shift.

The Employer agrees to notify employees within ten (10) days verifying or denying vacation requests.

15:08 Employees may be granted up to two (2) lieu days between December 15<sup>th</sup> and January 10<sup>th</sup>, however no vacation requests will be granted during this period. Employees requesting a lieu day subsequent to the posting of the schedule must find their own replacement and submit the change to the Department Supervisor for approval at least forty-eight (48) hours in advance. Such exchange will not be unreasonably denied. The practice of allowing a reduction in existing work schedules from 10 down to 9 or 8 during the scheduling periods that include Christmas Day, Boxing Day and New Year's Day will be continued.

15:09 Employees may utilize the equivalent of one (1) week of vacation in daily increments during the weekdays in all months of the year (i.e. one (1) week = 5 working days).

During July, August and December the employee will be responsible for finding their own replacement.

(Note: for the purposes of part time employees, only three (3) days are considered for Article 11:05 and 15:04). The Employer will find replacement staffing prior to the posting of the schedule. After the schedule is posted the employee will be responsible for finding their own replacement. Incremental vacation days can be used on the weekends provided the employee finds their own replacement.

**ARTICLE 16—PAID HOLIDAYS**

16:01 (a) Each full time employee shall be paid seven and one-half (7½) hours pay at their regular hourly rate for each of the following paid holidays:

New Year's	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Two (2) Float Holidays
Employee's Birthday Float	

The above float holidays will be taken as follows: The first float holiday must be taken within the first six (6) months and the second float holiday must be taken in the second six (6) month period. The Employee's Birthday Float must be taken by the end of the calendar year.

(b) Each part time employee shall be paid a regular hourly rate for each of the following paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and Employee's Birthday.

16:02 A full time employee shall not be paid for any recognized holiday if they:

- (a) Have not completed their probationary period;
- (b) Does not work on such a holiday if scheduled to do so, except where absence is due to illness or injury, verifiable by a doctor's note if requested;
- (c) Is absent for all or part of the normal shift immediately preceding or the normal shift immediately following the holiday except where absence is due to illness or injury verifiable by a doctor's note if requested, or the employee is on an approved absence; unless such absence is excused by the Employer;
- (d) And have not earned wages in twelve (12) days of the preceding two (2) pay periods. Earned wages for the purpose of this article will include sick leave pay as per Article 21, vacation pay, bereavement leave, and pre-

booked lieu/float days replacing a scheduled shift (excluding shifts already exchanged).

- 16:03 (a) Where qualified, if a full time employee is scheduled to work on a recognized holiday, they shall receive one (1) regular day's pay plus time and one-half (1½) their regular rate for the normal hours worked on such a holiday.
- (b) Or they may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties within thirty (30) calendar days, unless agreed otherwise.
- (c) Employees will be allowed to accumulate up to four (4) lieu days outside of the thirty (30) day requirement of Article 16:03 (b). Accumulated lieu days must be used within the calendar year in which they were earned. Lieu days will be taken on any day to be mutually agreed between the employee and the Employer. Employees will be required to give the Employer at least one (1) weeks' notice, unless an unforeseen/emergency situation arises, and permission will not be unreasonably withheld. There will be no premium pay liability incurred by the Employer in the granting of lieu days.

Employees will be required, on a one time basis only, to indicate in writing their wish to accumulate these days.

The parties agree that requests for vacations take precedence over lieu days.

The parties agree that during the months of June, July, August and September, employees may be limited to the use of one (1) statutory holiday attached to their vacation period. Such limit shall only be applied where scheduling requirements necessitate it.

The Employer will respond to requests as quickly as possible and will endeavour to provide an answer within three (3) working days.

- 16:04 Part time employees will be paid for the holidays set out in Article 16:01 (b), provided that they have worked on twelve (12) days during the two full complete pay periods (i.e. the four (4) work weeks) prior to the holiday. Upon annual notice submitted by November 15<sup>th</sup> to the Employer, part time employees may elect to use their earned holiday pay for a lieu day, as per Article 16:03 (c). It is understood that employees will be responsible for finding appropriate coverage for their lieu days if requested after the schedule is posted. Lieu days cannot be added to the pay unless replacing a previously scheduled shift.

Upon ratification part time employees shall have the same rules and policies applied as the full time employees regarding scheduling.



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 on their scheduled day of work preceding and following the holiday, except where such absence is due to illness or injury verifiable by a doctor's note if requested, or the employee is on an approved absence or unless such absence is excused by the Employer;
- (d) Having agreed to work on a public holiday, does not report for and perform the work without reasonable cause.

16:05 In the event that any paid holiday falls on a full time employee's regular day off or during their vacation period, they shall receive an additional day off with pay.

16:06 In order to permit employees to receive a minimum of two (2) days off either at Christmas or New Years, the normal scheduling will be suspended between the fifteenth (15<sup>th</sup>) day of December to the fifteenth (15<sup>th</sup>) day of January.

16:07 When an employee qualifies for holiday pay it will be computed on the basis of the average number of hours (and rate) the employee worked in the preceding four (4) weeks.

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

17:01 The following is intended to define the normal hours of work for full time employees. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

17:02 The normal hours of work for full time employees shall be thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day, exclusive of a thirty (30) minute meal period.

17:03 (a) Except in the case of those employees who request to work weekends, the Employer will endeavour to schedule full time employees for at least every other weekend off, and for an average of two (2) days off per week.

(b) (i) All full time employees shall have scheduled sixteen (16) consecutive hours off between shifts.

(ii) In the event that the Home fails to schedule sixteen (16) consecutive hours off when shifts are changed, an employee so affected will in such event, be paid premium pay calculated at the rate of one and

one-half (1½) times their regular straight time rate of pay for the number of hours difference between sixteen (16) and the actual number of consecutive hours off.

- (iii) No full time employee shall be scheduled to work more than six (6) consecutive days, and overtime rates shall apply for all work performed on the seventh (7<sup>th</sup>) and subsequent consecutive days worked. An exception will be made to employees who request to be scheduled for more than six (6) days.
- (iv) The provisions of this article shall not apply to a full time employee who, at their own request or with their consent, is scheduled or called in and agrees to come in so as to have less than sixteen (16) consecutive hours off when tours of duty are changed.

17:04 Whenever possible, part time employees shall be scheduled for at least every other weekend off, unless otherwise requested by the employee.

17:05 The Employer shall not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange of shifts.

17:06 (a) The Employer agrees that working schedules shall be posted at least two (2) weeks in advance and shall be for a period of six (6) weeks. All requests for time off that an employee requests to have reflected in the posted schedule must be submitted to the Department Supervisor in writing no later than the Thursday of the week preceding the Friday posting of the schedule.

Keep Article 17.06 (a) exactly as is but go to a new way of posting a perpetual 6 week schedule by posting two (2) weeks every other week such that there is always a 6 week schedule posted.

This option shall be discussed at a Labour/Management meeting wherein a six (6) month trial period will be implemented.

After the six (6) month trial has occurred, either party has the option to revert back to the original practice. The decision will be made at a Labour/Management meeting.

- (b) Employees requesting a change in the posted schedule shall find their own replacement with whom they shall exchange shifts, and submit the change to their Supervisor for approval at least forty-eight (48) hours in advance. Switch requests will only be approved between Monday and Friday noon. Such exchange of shift will not be unreasonably denied.
- (c) Once the schedule is posted, the shift schedule of full time employees shall not be changed except:

- (i) As provided in (b) above without the consent of the employee(s) involved, or;
- (ii) Unless an emergency situation exists that is out of the control of the Employer, or;
- (iii) Where an employee returns to work after being on sick leave and where such employee has not given the Employer sufficient notice to enable the Employer to rearrange the schedule. In such cases, the Employer will not have any liability to the displaced employee as a result of such rescheduling, or;
- (iv) When necessary to ensure compliance with the provisions of the Collective Agreement.

17:07 Each seven and one-half (7½) hour shift shall include two (2) fifteen (15) minute rest periods without loss of pay.

17:08 An employee who reports for work at the starting time of their scheduled shift, not having been advised not to report at least four (4) hours in advance, shall be given a minimum of three (3) hours work at any work within their classification, or three (3) hours pay in lieu if no work is available, at the employee's regular rate of pay.

The Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a telephone number which may be used by the Employer to give notice, and in the case of fire, power failure, or circumstances beyond the reasonable control of the Employer.

**17:09 Call-In**

- (a) If an employee reports for work within one (1) hour of the request for call-in, then the Employer will guarantee a minimum of three (3) hours work.
- (b) When calling in employees to replace the Cook's classification, dietary employees are to be called in order of seniority whether or not they are currently scheduled to work dietary aide shift on the day the call-in shift is available.
- (c) The Employer will implement a six (6) months trial as follows:

Employees scheduled short shifts will be offered a full shift in order of seniority provided there is sufficient time (i.e. 3 hours) to reasonably fill the short shift, considering the timeframe when the calls would normally be made.

The parties agree to meet with the purpose of evaluating the trial near the completion of the six (6) months. At that time, they may mutually agree to

alter the procedure, if required, or continue the practice. The practice will be continued provided there are no problems that cannot be reasonably resolved.

- (d) All employees on a casual call-in list who have not worked a shift within the preceding twelve (12) months will be offered one (1) orientation shift. Refusal of such shift will result in removal from the call-in list.

To maintain status on the call-in list employees who work elsewhere in the facility will be required to accept at least one (1) shift every six (6) months, and employees who do not work elsewhere in the facility will be required to accept at least one (1) shift every six (6) months.

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.

17:10 A full time employee who is absent on paid time during their scheduled work week because of sickness, bereavement, holidays or vacation on scheduled days of work, shall be considered as if they had worked during their regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

17:11 **Part Time Scheduling**

Upon ratification, a one (1) year trial period of the following scheduling increase will occur:

All part time employees shall be scheduled in advance when possible to do so with the most senior part time employees receiving up to fifty-two and one-half (52½) hours per pay period or twenty six and one quarter (26 ¼) scheduled hours per week.

This trial shall then be discussed at a Labour Management meeting nearing the end of the one (1) year period wherein either party has the option to revert back to the original practice (See first paragraph). The decision will be made at the Labour Management meeting.

Part time employees will be called in to available shifts, being those shifts which become available after the schedule is posted commencing with the most senior employee. The Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a telephone number which may be used by the Employer to give notice of a call-in. Part time employees will be given thirty (30) minutes to return calls for non-urgent call-ins before the next person is called. Non-urgent is defined as four (4) business days.

Part-time employees may request to change their shift preference and call-in preference up to three (3) times per calendar year, in order of seniority. The employee will at the same time inform the Employer of the primary phone number to be used for call-in.

Text messaging can be used in place of a phone call provided the employee agrees and provides a cell phone number to receive call-in shift offers via text message. The Employer agrees that all text messages will be sent via Exeter Villa, not through managers or employees' personal cell phones.

17:12 Where there is a violation of Article 17:11, on the first occurrence per employee within a calendar year, the employee affected will be offered the next available call-in shift. Where the employee is unavailable to accept the next call-in shift, the employee shall be credited with the seniority for that shift.

On the second and subsequent violations of Article 17:11 within the same calendar year for the same employee, such employee shall be brought in to work as an additional person within the classification at the rate of pay and the same number of hours missed. Such shift shall be scheduled on a date mutually agreed to by the employee and the Employer within fourteen (14) calendar days from the date of the violation of Article 17:11 having occurred. It is further agreed by the parties that the employee must notify the Employer of all occurrences of the violation of Article 17:11 within ten (10) days of such occurring.

Employees will outline all violations in writing on a form provided by the Employer, to their supervisor. A duplicate copy will be made for the affected employee.

17:13 Employees working the midnight shift when the change from Daylight Savings to Standard Time or vice versa occurs, shall be paid straight time for the actual hours of work.

17:14 **Shift Giveaways**

The parties agree that a full-time employee may give away a shift to another employee provided:

- 1) The shift change does not result in any premium (overtime) payments.
- 2) The employee has exhausted all available lieu days or their lieu days allocated to future time off already approved by the Employer.
- 3) The full time employee can only give away a maximum of nine (9) shifts per calendar year, and a part time employee can only give away a maximum of five (5) shifts per calendar year.
- 4) The employee finds the replacement employee.

5) An employee will not give away more than three (3) consecutive shifts.

**17:15 Banked Overtime**

Employees may elect to bank overtime rather than receiving overtime pay. The employee must make this choice at the time of working the approved overtime. Only overtime hours may be banked. Accumulated time shall not exceed 22.5 total hours. Accumulated time is to be scheduled by mutual agreement within six (6) calendar months. If no scheduled payout for January to June is agreed to, payment for banked overtime will be paid out the first pay after July 1<sup>st</sup>. If no scheduled payout for July to December is agreed to, payment for banked overtime hours will be paid out on the first pay after January 1<sup>st</sup>.

**17:16 Vacation Scheduling**

The parties agree that when a schedule must be posted for June prior to the finalization of the vacation schedule, the Employer will not be required to post the schedule for the period in question until May 15<sup>th</sup>.

**17:17 Christmas Scheduling**

A notice will be posted October 1<sup>st</sup> of each year notifying employees that they must submit requests for time off at Christmas or New Years prior to October 15<sup>th</sup> in each year. The Christmas schedule shall be posted by the Employer no later than November 1<sup>st</sup> of each year and shall encompass at least the full Christmas and New Year period to a maximum of four (4) weeks.

**ARTICLE 18—PREMIUM PAYMENT**

18:01 Employees who are scheduled or called in to work between the hours of 2200 hours and 0600 hours and/or 2300 hours and 0700 hours, will be paid a shift premium of twenty-five cents (\$0.25) per hour above their hourly rate.

18:02 Employees that work any time over the forty-eight (48) hour period between the end of the evening shift on Friday and the end of the evening shift on Sunday will receive a weekend premium of fifty-five cents (\$0.55) per hour worked, in addition to, but not forming part of, their straight time regular hourly wage.

An employee required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday, shall receive two (2) times their regular straight time hourly rate for such additional hours worked. In no event shall there be any pyramiding of benefits or payments.

18:03 All overtime must be authorized by the supervisor or their designate. The Employer shall pay time and one-half (1½) the normal rate of pay worked for all authorized time worked in excess of seventy-five (75) hours bi-weekly or seven and one half (7½) hours a day.

18:04 When the Employer requests overtime, such overtime shall be divided as equally as is practical on the basis of seniority from among employees within the applicable classification who are willing and qualified to work.

## **ARTICLE 19—ALLOWANCES**

### **19:01 Uniforms**

Employees who are required to wear a uniform at the request of the Employer shall be paid a uniform allowance of nine dollars (\$9.00) per month for employees regularly employed for seventy-five (75) hours and four dollars and fifty cents (\$4.50) per month for all other employees.

The uniform allowance shall be paid in June of each year. It is agreed between the parties that if an employee does not work during the month they will not receive their applicable uniform allowance.

Replacement name tags to be provided and paid for by the employer once every five years, as needed.

## **ARTICLE 20—HEALTH AND WELFARE BENEFITS**

20:01 The Employer agrees to pay one hundred percent (100%) of the premium costs for the benefits as set out in the booklet as provided by Royal Bank of Canada for all full time employees who have completed their probationary period and regularly work seventy-five (75) hours biweekly as follows:

(a) **Drug Prescription Plan**

The Employer agrees to provide a Drug Plan with Royal Bank of Canada, to cover all prescription drugs.

Effective 2<sup>nd</sup> month after ratification, reimbursements 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) **Group Life Insurance**

Effective on ratification, the Employer agrees to provide Group Life Insurance with \$25,000 coverage. Effective August 1, 2015, this amount will be increased to \$30,000.

(c) **Vision Care Plan**

The Employer agrees to provide a Vision Care Plan providing three hundred dollars (\$300.00) every twenty-four (24) months for members and their

spouse and children. Effective, date of ratification (November 12, 2022), the amount will be increased to three hundred and fifty dollars (\$350.00).

(d) **Dental Coverage**

The Employer agrees to pay fifty percent (50%) of the premium for a Blue Cross #9 equivalent Dental Plan, O.D.A. is current minus one (1) year. The Plan will cover the cost of recall examinations once every nine (9) months for persons over the age of eighteen (18) years; and will cover the cost of fluoride treatments for persons eighteen (18) years of age and under.

20:02 Where a part time employee transfers to permanent full time, all benefits (i.e. sick leave, health and welfare, etc.), which are applicable to full time but not part time employees, shall commence on the completion of one (1) month of full time service unless there is a different qualifying period under the insurance policy. However, part time employees shall continue to receive the applicable in lieu of benefits until such time.

20:03 **In Lieu of Benefits**

Part-time employees who have completed their probationary period, regularly working less than seventy-five (75) hours biweekly, shall receive fifty-five cents (\$0.55) in lieu of all benefits.

20:04 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.

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

20:05 The parties agree to follow the current benefit booklets or Collective Agreement regarding benefits, and at age seventy (70), workers previously entitled to benefits will receive in lieu as per the contract.

20:06 **Generic Substitution Provisions**

Reimbursement for prescription 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.

20:07 **Paramedical Services**

Effective November 12, 2022 (ratification date) paramedical services benefit will be \$350, and psychologist or social worker services benefits will be \$500.



## **ARTICLE 21—SICK LEAVE**

21:01 Pay for sick leave will be granted to all full time employees who regularly work seventy-five (75) hours bi-weekly on the following basis:

- (a) Employees who have completed the probationary period shall accumulate one and one-half (1½) days per month. At December 31 of each year, the remaining sick days in an employee's sick bank will be paid out at fifty percent (50%), less up to five (5) days of sick leave carry over. Payment will be issued by separate cheque.
- (b) Any employee absenting themselves on account of personal illness shall receive sick pay benefits equal to the employee's normal wage for each day of personal illness that they were scheduled to work, to the extent of their accumulated sick leave credits.
- (c) It is understood that sick days can be used for employees' personal medical appointments.

## **ARTICLE 22—PENSION PLAN**

22:01 The Employer and all eligible employees (i.e. those who have completed four hundred and fifty (450) hours of work) are each to contribute to a Pension Plan. The current practice of four percent (4%) contribution of gross wages by the Employer and four percent (4%) contribution of gross wages by the employee will continue. Participation in the pension plan will be voluntary on the part of employees.

Gross wages shall be defined as including:

- 1) Regular hourly wages and part time in lieu
- 2) Overtime
- 3) Sick leave and pay out of the sick bank
- 4) Straight time component for hours worked on a holiday
- 5) Holiday pay for hours not worked
- 6) Vacation pay

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 Workplace Safety & Insurance Board**

The parties agree to abide by the provisions of the *Workplace Safety and Insurance Act* as amended from time to time.

23:02 Employees agree to provide the appropriate forms to NHRIPP, or the appropriate Pension Provider in the case where NHRIPP is not in place, in the event of a WSIB absence.

23:03 An employee receiving worker's compensation (WSIB), upon return to at full duties will be provided with their former position or a comparable position if the original position is no longer available. If no comparable position is available, the employee will be able to exercise their rights under the layoff provisions of the Collective Agreement.

## **ARTICLE 24—COMPENSATION**

24:01 Schedule "A" attached hereto shows the classification and wages of the employees within the bargaining unit with effect from the dates set out therein. The parties agree that the said schedule and contents hereof shall constitute part of this Agreement.

24:02 It is agreed that if any new classification within the scope of the Ontario Labour Board's Certificate is created during the lifetime of this Agreement, wage rates for such classifications shall be negotiated between the Employer and the Union not later than fourteen (14) calendar days after the Employer establishes any such classification. If the parties fail to agree on the wages for such classification, the matter shall be referred to Arbitration as herein provided. The Employer may assign the interim rate pending such negotiations and arbitrations.

24:03 All employees will be paid bi-weekly on every second Friday, for the payroll period ending one (1) week previously. In the event that a paid holiday falls on a regular pay day, then employees will be entitled to be paid on the day immediately preceding the normal pay day. Employees shall be paid by direct deposit system to the Canadian Imperial Bank of Commerce in Exeter or to the banking institution of the employee's choice.

24:04 All employees shall receive an itemized statement of their wages.

24:05 Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, they may apply for recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one year's movement on the grid for each one year's experience. Where the experience is part time, one year equals 1800 hour paid.

24:06 Should the Employer make an error in any employee's pay cheque, that is greater than seventy-five dollars (\$75.00) net pay, then they shall issue a cheque or cash for the appropriate amount within three (3) working days (excluding Saturdays, Sundays and Statutory Holidays) of the employee bringing it to the Employer's attention. If the Employer error is less than seventy-five dollars (\$75.00) net pay, the correction will be made on the next pay cheque.

## **ARTICLE 25—MISCELLANEOUS**

25:01 The term employee or employees shall mean any or all of the employees in the Bargaining Unit as defined above unless otherwise provided. The feminine pronoun shall include the masculine pronoun where the context so requires.

25:02 The Union agrees to prepare the Collective Agreements. Once proofed and sent out, the Employer will sign them within thirty (30) days. The cost will be shared on a fifty, fifty (50/50) basis.

25:03 The Employer and the Union agree to abide by the *Human Rights Code*.

25:04 The Employer agrees to supply and make available to the Union for the posting of Union notices and seniority lists, one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union. It is understood however, that all notices which are posted must first be approved by the Employer. Such approval shall not be unreasonably withheld.

### **25:05 Workload**

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

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

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

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

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

**ARTICLE 26—TERM AND RETROACTIVITY**

26:01 This Agreement shall be effective from November 1, 2021 until October 31, 2024 and shall continue in full force and effect until a new Agreement is reached either during the course of negotiations, conciliation or arbitration proceedings as required by the Ontario Labour Relations Act and the Hospital Labour Disputes Arbitration Act.

26:02 In the event that either party gives written notice to amend this Agreement within one hundred and twenty (120) days prior to the expiry of this Agreement, negotiations shall commence within fifteen (15) days after the date of such written notice.

**26:03 Retroactivity**

Retroactive payment to current employees within sixty (60) days of the date of ratification. Persons who worked from November 1, 2021 onwards but are no longer employed will also be entitled to retroactive payment. The Employer will send a letter within three (3) pay periods of the date of ratification to the last known address of each ex-employee entitled to retroactive payments, advising them of their right to retroactivity. Ex-employees who fail to claim their payments within the sixty (60) day period shall be deemed to forfeit any claim for payment.

DATED at Exeter, Ontario this \_\_\_\_\_ day of July, 2023.

**KANNAMPUZHA HOLDINGS LTD.,  
C.O.B. AS EXETER VILLA**

Jordan Kannampuzha  
Erika King  
M. Desai  
\_\_\_\_\_  
\_\_\_\_\_

**UNIFOR AND ITS LOCAL 2458**

Donna Joth  
Susan Reager  
Brenda Hen  
Sheelagh Smith  
Holmes

**SCHEDULE "A"—CLASSIFICATIONS AND WAGE RATES**

<b>Classification</b>	<b>Start</b>	<b>After Probation 450 Hours Worked</b>	<b>One Year</b>
<b>RPN</b>			
November 1, 2020	25.24	26.06	27.04
November 1, 2021	25.62	26.45	27.45
November 1, 2022	26.90	27.76	28.79
November 1, 2023	27.71	28.59	29.65
<b>PSW/HCA/NA</b>			
November 1, 2020	20.23	21.05	21.91
November 1, 2021	20.53	21.37	22.24
November 1, 2022 RH	21.15	22.01	22.91
November 1, 2022 LTC*(includes +\$3 PWE)	24.15*	25.01*	25.91*
November 1, 2023 RH	21.78	22.67	23.59
November 1, 2023 LTC*(includes +\$3 PWE)	24.78*	25.67*	26.59*
<b>Housekeeping/Laundry/Dietary/Activity Aide/RH Guest Attendant (November 2022)</b>			
November 1, 2020	19.67	20.49	21.40
November 1, 2021	19.97	20.80	21.72
November 1, 2022	20.57	21.42	22.37
November 1, 2023	21.19	22.06	23.04
<b>COOK</b>			
November 1, 2020	20.89	21.76	22.94
November 1, 2021	21.20	22.09	23.28
November 1, 2022	21.84	22.75	23.98
November 1, 2023	22.50	23.43	24.70
<b>RSP RCA (LTC)</b>			
November 1, 2020	16.50	17.16	17.85
November 1, 2021	16.75	17.42	18.12
November 1, 2022	17.25	17.94	18.66
November 1, 2023	17.77	18.48	19.22
<b>STUDENTS (NOVEMBER 2021)</b>			
November 12, 2022	17.00	17.00	17.00
November 1, 2023	17.00	17.00	17.51

## **General Wage Increase:**

Year 1 - **1.5%**

Year 2 - **3.0%**

Year 3 - **3.0%**

**PSW** - Year 2 and 3: Enshrine the \$3.00 PWE for PSWs in the wage rates after the wage adjustments are added to the Nursing Home wage grids.

*Note: The \$3.00 PWE does not apply to any PSW working in the retirement home, therefore a classification will have to be created using the existing PSW rates and the above noted wage increases.*

**RPN** - Special wage adjustment of \$0.50 effective just before the Year 2 general wage increase.

Part Time employees will progress from the start rate to the 450 hour rate and so on, on the basis of 1800 hours worked equals 1 year of service.

Full Time employees will progress on the basis of date of hire.

## **Pay Equity**

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

## **LETTER OF UNDERSTANDING #1—IN LIEU OF**

The Employer agrees to redirect the benefit in lieu payment directly to Unifor Green Shield Plan should the employee authorize such process.

## **LETTER OF UNDERSTANDING #2—EDUCATION FUND**

The Employer agrees to pay into a special dues fund the amount of five hundred dollars (\$500.00) annually. Such monies will be paid into a fund established by Unifor and shall be utilized by the Union at its discretion.

## **LETTER OF UNDERSTANDING #3—CMI**

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

- a) Review what the CMI and CMM are, and the potential tremendous impact of these factors on staffing level; and

- b) Review the importance of charting and charting results on the CMI and CMM; and
- c) Review the CMI results and to discuss the implications (if any) of a changed CMI; and
- d) Identify and propose alternative to any actions that the Home may be planning.

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

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

#### **LETTER OF UNDERSTANDING #4—TRANSFER OF WORK/SALE OF LICENSE**

The Employer agrees not to close an existing nursing home in an attempt to avoid the Union during the life of this Agreement.

#### **LETTER OF UNDERSTANDING #5—NO DISCRIMINATION / HARASSMENT**

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

The Employer and union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practice by either of them or by any of their representatives, with respect to any employee by reason of age, disability, sexual orientation, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.

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

#### **Joint Commitment in Respect of Harassment**

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

## **Harassment Policy in Respect of Unifor Members**

### **1. Policy**

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

### **2. What is Harassment?**

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

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

### **3. Responsibilities**

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

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

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

- Name calling;
- Racial slurs or jokes;
- Mimicking a person's accent or mannerisms;
- Offensive posters or pictures on paper;



- Repeated sexual remarks;
- Physical contact that could be perceived as degrading;
- Sexual flirtation, advances, propositions;
- Leering;
- Comments about a person's sex life;
- Innuendo, gestures or taunting about a person's body, disability, attire or gender.

#### 4. **Procedure**

The Employer and Unifor are responsible for:

- Advising a complainant when this policy applies;
- Providing education regarding harassment;
- Clarifying options available;
- Identifying and assisting complainants in obtaining counselling;
- Facilitating in the resolution process and;
- Informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the Criminal Code.

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

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

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

#### **LETTER OF UNDERSTANDING #6—RETURN TO WORK PROGRAM AND WORK REINTEGRATION**

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

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

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

If, having commenced a Modified / Light / Alternate Work Program, the employee raises an objection, the Employer will notify and meet with a member of the Union Committee to consult on the Back to Work Program. Nothing in this language obligates the Employer to establish a Modified / Light / Alternate Work Program, except as required by law.

### **LETTER OF UNDERSTANDING #7—CONTRACTING IN**

The Employer confirms that it will not “Contract In” during the life of the Collective Agreement. The parties agree that this Letter of Understanding does not pertain to the Employer’s use of agency staff provided employees who are qualified are given first opportunity to work shifts.

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

### **LETTER OF UNDERSTANDING #8—VIOLENCE AGAINST WOMEN**

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

### **LETTER OF UNDERSTANDING #9—ABUSE AND THREATENING BEHAVIOUR**

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

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

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

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

It is agreed that when the employee is faced with the above-mentioned abuse, it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction. In the event that the abuse is from a resident, it is agreed that no employee will be obligated to work with the resident one-on-one. In the event that a cognitive resident continues with the abuse/threatening behaviour, the staff member shall be given the opportunity to transfer

to a different work area, or be assigned a different resident. The incident will be documented, on the resident care plan/chart with a clear course of action for staff to follow when providing care to the 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.

### **LETTER OF UNDERSTANDING #10—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>.

#### **LETTER OF UNDERSTANDING #11—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.

#### **LETTER OF UNDERSTANDING #12—RECREATIONAL AIDE**

Within sixty (60) 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.

#### **LETTER OF UNDERSTANDING #13—WOMEN’S ADVOCATE**

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

#### **LETTER OF UNDERSTANDING #14—EIGHT (8), NINE (9), TEN (10) DAY OPTION FOR FULL TIME EMPLOYEES**

The parties agree to the following:

1. A full time employee with seniority shall have the option to elect to work eight (8), nine (9) or ten (10) shifts per pay period. Selections to be submitted by November 15<sup>th</sup> for the following year and shall begin on or around January 15<sup>th</sup> of each year. This option must be renewed or changed on an annual basis and is in effect for a period of twelve (12) months.
2. Full time employees who select this option:

- Shall have health benefits prorated in accordance with: 8-80%; 9-90%; 10-100%
  - Sick days: 1.2/month for 8, 1.35/month for 9
  - Vacation for the purposes of seniority: 4 shifts for 8, 4.5 shifts for 9
  - Employees selecting this option will not be eligible for the use of give-away days
  - Full time employees selecting this option will not be allowed to reduce further over the Christmas schedule as per past practice
3. Where an employee opts into an eight (8) or nine (9) day scheduled, call-in of the ninth or tenth day will not be at overtime rates.
  4. Should the position be vacated, it shall be posted as a ten (10) day shift option
  5. Employees selecting this option may choose to be included on the call-in list, after the regular part time employees.

**LETTER OF UNDERSTANDING #15—DRUGS NOT COVERED BY THE NATIONAL FORMULARY**

1. For as long as the National Formulary Drug Plan remains in existence and, the employees continue to be entitled to use the drug cards provided, the following will apply:
  - a) Employees attending their doctors must advise them that their drug plan covers drugs on the National Formulary.
  - b) That in order to deviate from drugs covered by the National Formulary, the doctor must indicate on a “non-substitute” form (to be provided) that they are aware of the National Formulary Drug Plan for the patient/employee and that the doctor has determined that, for medical reasons, a “substitute drug” cannot be prescribed.
  - c) In such cases, the employee agrees to provide the Employer with a copy of the prescription along with the form referred to in paragraph b) above for payment.
  - d) Subject to paragraph 2, reimbursement will be made within 15 business days.
  - e) If an employee has been granted exception to d) through a separate, negotiated Minutes of Settlement completed prior to October 31, 2014, then, said employee’s arrangement will be grandfathered into this LOU.

2. The Employer reserves the right to revert to the drug plan that existed just prior to the introduction of the National Formulary if the cost of the “no substitute drugs” exceeds five thousand dollars (\$5,000.00) per year. (A year will be calculated based on a rolling 12-month period) Under this circumstance, the employees would then no longer be entitled to the drug card.

#### **LETTER OF UNDERSTANDING #16—ADVANCE OF PENDING ILLNESS CLAIMS**

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

#### **LETTER OF UNDERSTANDING #17—HOLIDAY PAY**

The local parties will meet within ninety (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 provision of the expired Collective Agreement will continue to apply, including the renewal of the Letter of Understanding.

#### **LETTER OF UNDERSTANDING #18—LIABILITY INSURANCE**

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

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



## **LETTER OF UNDERSTANDING #19—WORKING SHORT**

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #20—RACIAL JUSTICE ADVOCATE**

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

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

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

DATED at Exeter, Ontario this \_\_\_\_\_ day of July, 2023.

**KANNAMPUZHA HOLDINGS LTD.,  
C.O.B. AS EXETER VILLA**

Jordan Kannampuzha  
Erika King  
M. Desrochers  
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**UNIFOR AND ITS LOCAL 2458**

Denise Joth  
Susan Bagen  
Brenda Heu  
Shelley Amick  
Y. Holmes  
\_\_\_\_\_