

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
("the Employer")**

**- AND -**

**Unifor and its Locals  
302, 504, 1359, 2458, and 8300  
("the Union")**



**(FULL-TIME)**

**EXPIRES: July 31, 2024**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 See Schedule "B" attached hereto and forming part of this collective agreement. The homes included on this schedule may be modified from time to time by mutual agreement between the Union and the Employer.
- 2.02 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Nursing Home;
  - (b) to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the Local Union. The Employer agrees to consider any representation made by the Union on a province-wide basis concerning any change in rules or introduction of new rules;
  - (c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion or demotion, may be the subject of a grievance and dealt with as hereinafter provided. The discharge or discipline of a probationary employee shall be at the sole discretion of the Employer and shall not be done in an arbitrary, discriminatory or bad faith manner;

- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

#### **ARTICLE 4 - DEFINITIONS**

- 4.01 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 4.02 Where the singular is used, it may be deemed to mean the plural within the appropriate context.
- 4.03 Full-time employees are hereby defined to be those persons regularly scheduled on the average more than forty-five (45) hours bi-weekly who have completed the probationary period described in Article 9.02.
- 4.04 Full-time employees shall be known as probationary employees until they have worked fifty (50) days.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01 The Employer and the Union agree that every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, sexual orientation, record of offences, marital status, same-sex partnership status, family status or handicap. The Employer agrees to abide by the terms of the *Ontario Human Rights Code*, as it may be amended from time to time. The parties further agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them, or their representatives by reason of union membership or lawful activity.
- 5.02 The term 'spouse' or 'partner' as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.
- 5.03 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the



Union.

- (b) The Employer shall, when remitting such dues, shall supply the Union with the name, current address, classification and other relevant information of the employees.
- (c) Deductions commence upon hire and dues shall be forwarded to the Union Office on or before the last day of the month, following the month the deductions are made.

5.04 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

5.05 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home, and of ascertaining whether the employee wishes to become a member of the Union. Whenever possible, such interviews may be permitted during the employee's orientation.

The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

5.06 **No Harassment/Bullying**

- (a) The Employer and Unifor are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with Extencicare's values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment/bullying.
- (b) Harassment/Bullying is restricted to any grounds prohibited by the *Ontario Human Rights Code*.
- (c) Harassment/Bullying is defined as a course of unwelcome comment or conduct that is known or ought reasonably to be known to be vexatious. Every person who is a staff member has the right to freedom from harassment/bullying 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.
- (d) The following examples could be considered as harassment/bullying but are not meant to cover all potential incidents:

- name calling
  - racial slurs or joke
  - 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
  - talking about a person's body, disability, attire or sex
  - any form of violent behaviour
- (e) Harassment/Bullying is defined as deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably be known to be unwelcome by the recipient and which serve no legitimate work-place purpose. For clarity, harassment/bullying does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (f) Where a bargaining unit member complains of harassment/bullying by another bargaining unit member, they shall bring such complaint to the attention of the Employer and Unifor. The Employer and the Union will then initiate and complete a joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. If the complaint directly or indirectly involves the complainant's supervisor or Union Chairperson they may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet and timely fashion.
- (g) 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.
- (h) In support of providing and maintaining an environment free of harassment/bullying, the Employer and Unifor will ensure that all staff members, volunteers and persons with practicing privileges in the facility are informed that harassment/bullying, including sexual harassment, in the workplace, is an offence under the law.

## **ARTICLE 6 - NO STRIKES OR LOCK-OUTS**

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words

"strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*, as amended.

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

- 7.01 (a) It is mutually agreed that where negotiations are conducted on a joint basis between any or all of the Nursing Homes in the Extendicare chain in the Province of Ontario, the Union will elect or otherwise select a negotiating committee consisting of one (1) representative from each Nursing Home for every two hundred and fifty (250) employees.
- (b) If negotiations are carried on individually for any or all of the Nursing Homes in the Extendicare chain in the Province of Ontario, it is agreed that the Union will elect or otherwise select a negotiating committee consisting of up to two (2) employees from the full-time bargaining unit, and two (2) employees from the part-time bargaining unit, one (1) of which shall be the Union Chairperson.
- (c) All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- (d) The Nursing Home members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiation of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.
- (e) Where the parties participate in group bargaining, the Employer agrees to provide alternative days off in the case where an employee is bargaining on a day off. In the case of a part time employee such alternative days will be capped at two per calendar week. These bargaining days will be treated as days worked for which the employee will receive pay for the hours they would have regularly worked.
- 7.02 The Employer will recognize a Union Administrative Committee which shall consist of a Union Chairperson and up to three (3) additional committee persons from each bargaining unit, all selected from the members of their respective bargaining units. No more than two (2) committee members shall meet with the Employer at any one time. The Employer shall be advised of the names of members of this committee and shall be notified of any changes from time to time. All members of the committee shall be employees of the Employer who have completed their probationary period.
- 7.03 (a) The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible all activities

of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

- (b) Notwithstanding the above, the Employer agrees that requested time off during working hours for Union Administrative activities will not be arbitrarily withheld.
- (c) The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage.

7.04 **Labour-Management Committee**

- (a) Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents, work load issues, and any other subject that would not violate the stipulations set out above.
- (c) A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed.
- (d) It is understood that where full and part-time agreements are separate, there shall be one (1) committee only.

7.05 The Employer and the Union agree that the Union Chairperson shall be retained at work during any layoffs or reduction in hours during their term of office, as long as they are qualified and able to perform any available bargaining unit work.

**ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

8.01 **Complaints and Grievances**

- (a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter

is arbitrable and an allegation that this Agreement has been violated.

- (b) All complaints and grievances shall be taken up in the following manner:

**Step Number 1**

An employee having a question or complaint shall refer it to their immediate supervisor within eight (8) working days of the actual occurrence leading to the question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from date of submission.

**Step Number 2**

If further action is then to be taken, then within five (5) working days after the decision is given in Step Number 1, the employee, who may request the assistance of their steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or their designated representative and the employee. It is understood that at such a meeting the Administrator or their designated representative may have such counsel and assistance as they may desire, and that the employee may have their steward and that the Unifor Union Representative or a National Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Administrator or their designated representative shall be given in writing within five (5) working days following the meeting.

**Step Number 3**

Should the Administrator fail to render their decision as required in Step Number 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to Arbitration by either the Employer or the Union. If no written request for Arbitration is received within ten (10) working days after the decision under Step Number 2 is given, or within ten (10) working days following the meeting under Step Number 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

8.02 Any of the time allowances above may be extended by mutual agreement of the parties.

8.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays,

Sundays and paid holidays.

8.04 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, to the presence of the Union Steward or Union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

8.05 **Discharge Grievance**

- (a) In the event of an employee being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date of the employee is notified of their discharge, except where a case is taken to Arbitration. Such a claim by an employee shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four (4) days after the employee is notified of their discharge or within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step Number 2 may be omitted in such cases.
- (c) Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

8.06 **Employer's and Union's Grievances**

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step Number 2 of the grievance procedure, by forwarding a written statement of said grievance to the Unifor Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the Unifor Union Representative shall give their decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number 3 of the grievance procedure.

8.07 **Union Policy Grievance**

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

8.08 **Group Grievance**

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

8.09 **Grievance Mediation Procedure**

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.

- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) working days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

#### 8.10

#### **Arbitration Process**

- (a) When either party requests that a grievance be submitted to an Arbitration Board, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration.

The said two (2) nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chairman within the said period of ten (10) days, to discuss the grievance submitted to them with a view to mutual settlement.

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned, unless otherwise mutually agreed.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairman.
- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application,



administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.

- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- (f) All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Nursing Home.

#### 8.11 **Sole Arbitrator**

In the event that one party wishes to submit a grievance to Arbitration and both parties agree that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall advise the other party in writing of three (3) choices as to a Sole Arbitrator. The recipient of the notice shall reply in writing as to the acceptance of one of the proposed Arbitrators or three (3) alternative choices as to a Sole Arbitrator. If the parties cannot agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration, then either party may request the Ministry of Labour for the Province of Ontario to appoint a Sole Arbitrator.

### **ARTICLE 9 - SENIORITY**

#### 9.01 **Effect of Absence**

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

conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits, illness or other disability.

(d) **Benefits - WSIB or Paid Leave**

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to twenty-four (24) months following the date of the injury.

- (e) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity, and leave as set out in Article 24.01 (b) (c) and (d) shall be considered a leave with pay.

9.02 (a) A newly hired employee must successfully complete a probationary period of three hundred and seventy five (375) hours worked.

- (b) The seniority of an employee who has completed the probationary period shall date three hundred and seventy-five (375) hours days prior to the date on which the employee completed their probationary period.

9.03 (a) In cases of promotions, demotions or permanent transfer of employees, the

qualifications, experience, ability and seniority of the employees shall be considered.

- (b) For the purposes of job posting the full time and part time seniority lists shall be deemed to be merged according to the formula as set out in Article 10.05. Full time and part time applicants shall be considered together. This amendment will not be implemented at Medex absent agreement of the other bargaining unit.

9.04 Any question having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the grievance procedure including the Arbitration provisions.

9.05 **Seniority Lists**

- (a) The Employer shall supply the Union Office and the Union Chairperson with a set of seniority lists by departments in January and July of each year, showing employees' names alphabetically, classification, and their seniority starting dates.
- (b) When compiling a seniority list in January and July of each year, the Employer shall calculate the hours for persons working less than seventy-five hours bi-weekly for the past six (6) month period. The average hours paid for persons working less than seventy-five hours bi-weekly during that six (6) month period shall be the hours used for calculating purposes under Article 22.12 - Proration Formula.

9.06 **Loss of Seniority**

- (a) An employee shall lose all seniority and their employment shall be deemed to be terminated if they:
  - (i) voluntarily resign, retire or are discharged for just cause; or
  - (ii) are absent from work more than thirty-six (36) months by reason of illness or other physical disability; or
  - (iii) are absent from work without a reasonable excuse for more than three (3) consecutive days for which they are scheduled to work; or
  - (iv) are absent from work for more than thirty-six (36) months by reason of lay-off; or
  - (v) are absent from work for more than thirty-six (36) months by reason of absence while on WSIB.

- (b) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (c) An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or provide a satisfactory explanation, shall be considered to have terminated their employment without notice.
- (d) The Union and the Employer agree to abide by the *Human Rights Code*.

9.07 The Employer will notify the employee when their benefits will cease.

9.08 **Nursing Home Transfers**

The Employer agrees that employees may be permitted to transfer from one Extendicare Nursing Home to another Extendicare Nursing Home in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions.

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, within thirty (30) days of leaving employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preferences (if any), and when they would be available to commence work.
- (b) An applicant, who is permitted to transfer from one Nursing Home to another as a result of this transfer procedure, will retain any seniority that they had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will only be able to exercise new home seniority for purposes of transfers, promotions, lay-offs and reductions in staff.
- (c) In the event an employee is hired (not transferred) into this home and has recent/related experience at another Extendicare Nursing Home, clause (b) above shall apply as it relates to seniority and wage rate.

## **ARTICLE 10 - JOB SECURITY**

### **10.01 Lay-Off and Recall**

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

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

- if their service is greater than nine (9) years – nine (9) weeks' notice
- if their service is greater than ten (10) years – ten (10) weeks' notice
- if their service is greater than eleven (11) years – eleven (11) weeks' notice
- if their service is greater than twelve (12) years – twelve (12) weeks' notice

### **10.02 Lay-Off Procedure**

At the Medex Facility, the amendments providing for the merging of seniority lists will only occur with the agreement of the other bargaining unit.

Define what constitutes a lay-off as “any reduction in weekly hours that is greater than 4 regularly scheduled hours per week for a given employee.”

The Employer will meet with the Union through the Labour Management committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the National Union and Local Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

- (a) In the event of a layoff the seniority lists shall be deemed to be merged according to the formula as set out in Article 10.05
- (b) In the event of a layoff, the Employer shall first give notice of layoff to employees in reverse order of their seniority within their classification, shift and area of assignment, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

- (c) An employee who is subject to lay-off shall have the right to either:
- (i) Accept the lay-off; or
  - (ii) First bump an employee with less seniority in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
  - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
  - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
  - (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
  - (vi) In the event that there are no employees within the laid off employee's classification with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within their classification.
  - (vii) In the event that there are no employees with lesser seniority in a lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided they are qualified for and can perform the duties without training other than orientation.
  - (viii) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within seven (7) calendar days following the notification of layoff. Employees failing to give such notice will be deemed to have accepted the layoff.

10.03

**Recall Rights**

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work.

In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being deemed to have received the notice from the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.
- (g) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, they shall have no further rights with regard to recall.

- 10.04 (a) For purposes of lay-off and recall, it is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.
- (b) It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.
- 10.05 For purposes of merging the seniority lists, a part-time employee will be deemed to have one (1) year of full-time seniority for every eighteen hundred (1800) hours of part-time seniority.
- 10.06 **Benefits on Lay-Off**
- In the event of a lay-off, provided the employee deposits with the Home their share of insured benefits for the succeeding month (save for weekly indemnity for which laid-off employees are not eligible) the Employer shall pay its share of the insured benefits premium for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.
- 10.07 Severance pay will be in accordance with the provisions of the *Employment Standards Act*.
- 10.08 Notwithstanding the above, the parties, including the National Rep, can agree to alternate methods of layoff.

#### **ARTICLE 11 - JOB POSTING**

- 11.01 (a) In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten (10) calendar days, and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply. The successful applicant will be advised if the job posting was a result of a termination and the terminated employee is grieving their discharge.
- (b) The Employer agrees to provide the Union Chairperson with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting. The Unit Chairperson will be advised of the names of the job applicants upon request.



- 11.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as they see fit.
- 11.03 If no applications are received by 10:00 A.M. of the tenth (10<sup>th</sup>) day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.
- 11.04 (a) All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy. For the purposes of job posting the full time and part time seniority lists shall be deemed to be merged according to the formula as set out in Article 10.05. Full time and part time applicants shall be considered together. This amendment will not be implemented at Medex absent agreement of the other bargaining unit.
- (b) Posted vacancies arising from the filling of an initial vacancy shall remain posted for a period of seven (7) calendar days.
- (c) If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.
- (d) All internal applications must be in writing.
- 11.05 (a) The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337½) working hours when an employee changes job classifications, and one hundred and fifty-five (155) working hours when an employee remains in the same classification. Such trial promotion or transfer shall become permanent after the trial period unless:
- (i) the employee feels that they are not suitable for the position, and wish to return to their former position; or
- (ii) the Employer determines that the employee is not suitable for the position, and requires that they return to their former position.
- (b) It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to their former position and the employee no longer has the right to return to their former position.
- (c) In the event of either (i) or (ii) above, the employee will return to their former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to

their former position and salary without loss of seniority.

- (d) The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without their consent.

11.06 The Employer will discuss with any unsuccessful applicant the manner in which the employee may improve their position and their work in order to be considered for any future vacancy.

11.07 (a) When an employee transfers from the full-time bargaining unit to the part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals eighteen hundred (1800) hours.

- (b) An employee whose status is changed from part-time to full-time shall receive credit for their full seniority and service on the basis of one (1) year of seniority for each eighteen hundred (1800) hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer. If, however, the transfer is to a full-time position of less than seventy-five (75) hours bi-weekly, seniority will be credited hour for hour.

11.08 **Temporary Vacancies**

- (a) A temporary vacancy is a vacancy created by an employee's absence due to pregnancy/parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks. Employees working less than thirty-seven and one-half (37½) hours a week shall be given the first opportunity to fill temporary vacancies. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from their absence, they shall have the right to return to their former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain their part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration in accordance with current practice.

An employee filling a temporary vacancy of less than 6 months duration shall not bid on any other temporary posting until the end of their temporary posting, unless an opportunity arises which allows a part-time employee to bid on a temporary posting that provides a greater number of hours.

- (b) Where a temporary vacancy is expected to exceed six (6) calendar months such vacancy will be posted and filled in accordance with Article 11.04.

In the event that a part-time employee fills a full-time temporary vacancy, for greater than six (6) consecutive months, the part-time employee shall be treated as a full-time employee and will be entitled to all benefits as if they were full-time. The Employer will provide employees who are working temporary full-time positions with two (2) weeks' notice period in advance of the temporary position expiring. When the employee returns to part-time status, they will return to their former part-time entitlements.

- (c) In the event new jobs are created or vacancies occur in existing job classifications, the Employer will post such new jobs or vacancies for a period of ten (10) calendar days and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply. In accordance with Article 11.04, the Employer agrees to fill the vacancies internally prior to filling it with external candidates. However, this shall not preclude the Employer from advertising externally at the same time as posting internally. The successful applicant will be advised if the job posting was a result of a termination and the terminated employee is grieving their discharge.

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

11.10 **Permanent Transfers**

- (a) If an employee is transferred or reclassified to a higher rated job group, they shall receive the rate immediately above the rate of their prior job in the salary range of the job to which they are transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.
- (b) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform their work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 3, the employee will receive the corresponding rate for the job group to which they were transferred. Job seniority for pay purposes shall include seniority on the job they are being transferred from.
- (c) Subject to (a) and (b) above, a part-time employee, changing their status to that of a full-time employee, covered by this full-time Agreement, shall retain their corporate seniority and their classification seniority. Upon entering into a full-time status, they

shall suffer no loss of basic wage rate, nor loss of any benefits in which the employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time employees covered by the full-time Agreement.

#### **ARTICLE 12 - NO CONTRACTING OUT**

12.01 The Nursing Home shall not contract-out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a lay-off of any employees other than casual part-time employees results from such contracting-out. Contracting-out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this Agreement. The Employer agrees that in non-emergent situations staffing agencies will be used only after shifts in question have been offered to bargaining unit employees on regular time and overtime.

#### **ARTICLE 13 - WORK OF THE BARGAINING UNIT**

13.01 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.

13.02 In the event the Employer plans to change a vacant full-time position to a part-time position, it will advise the Union and discuss its plans with them.

#### **13.03 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 14 - PRINTING**

14.01 The Employer and the Union will share equally in any cost of printing the Collective Agreement.

#### **ARTICLE 15 - LEAVE OF ABSENCE**

15.01 (a) The Administrator may grant or refuse a request for a leave of absence without pay provided that they receive at least two (2) weeks' notice in writing, unless impossible, and that such 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 specify the date of return. The employee shall provide the Employer with the reason(s) for requesting the leave of absence if asked to do so.

- (b) If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union. Such leave will not be arbitrarily denied.
- (c) To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.
- (d) In cases where the leave of absence is longer than six (6) months the employee shall give the Employer two (2) weeks' notice prior to the date of return.

15.02 **Pregnancy and Parental Leave**

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

15.03 **Pregnancy Leave**

- (a)
  - (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.
  - (ii) The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur. An estimated return date must also be provided, with no less than two (2) weeks' notice to the Employer of the return to work date.
- (b) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to

resume their work.

Additional leave of absence may be taken under Article 15.11, Parental Leave.

- (d) (i) Notwithstanding Article 15.03 (b) above, an employee must complete ten (10) months of continuous service and qualify for Employment Insurance prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.
- (ii) An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.
- (iii) That benefit will be the equivalent to the difference between seventy-five (75%) percent of their regular weekly earnings and the sum of their weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five (75%) percent of the employee's regular weekly earnings.
- (iv) Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.
- (v) Other Income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- (vi) Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.
- (vii) The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.
- (viii) The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.
- (ix) The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

15.04 An employee who does not apply for leave of absence under Article 15.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted

leave of absence in accordance with Article 15.04 (a) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

- 15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- 15.06 (a) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift, if designated.
- (b) All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 15.07 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.06.
- 15.08 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 15.09 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- 15.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.11 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that they intend to take parental leave.

15.11

**Parental Leave**

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if they did not.
- (d)
  - (i) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
  - (ii) An employee may end their parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.
- (e)
  - (i) Notwithstanding Article 15.11 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.
  - (ii) An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.
  - (iii) That benefit will be the equivalent to the difference between seventy-five percent (75% of their regular weekly earnings and the sum of their weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings. When 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*.

- (iv) Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.
  - (v) Other Income - Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
  - (vi) Such payment shall commence after the one (1) week employment insurance waiting period (if any) and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.
  - (vii) The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.
  - (viii) The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.
  - (ix) The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.
- (f) For the purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.

#### 15.12 **Union Leave**

- (a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.
- (b) In requesting such leaves of absence, the Union must give fourteen (14) calendar days notice to the Employer, unless such notice is not reasonably possible, to be confirmed by the Union in writing. A maximum of fifty (50) days, excluding the Unit Chairperson and a member elected to an executive position in the Local, are available to the Union annually in each nursing home for such leaves.
- (c) Employees on such leave of absence will be paid by the Employer who will be

reimbursed by the Union for the amount paid to the employees. While on unpaid Union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

- (d) (i) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of three (3) calendar years from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.
- (ii) The parties agree that it is the sole responsibility of the employee on such leave of absence to maintain their professional designation, license, and qualifications.

(e) **Paid Education Leave**

- (i) The Employer agrees to pay into a special dues fund the amount of two (2) cents per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by Unifor and shall be utilized by the Union at its discretion. Such monies shall be sent by the company to the following address: *Unifor Paid Education Fund: Unifor, 115 Gordon Baker Road, Toronto, Ontario M2H 0A8.*
- (ii) The Employer further agrees that members of the bargaining units selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

15.13 **Bereavement Leave**

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or

stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with either the day after the funeral, or the day after the equivalent service. “Common law spouse” shall be defined as a person with whom the employee has been living with for at least twelve (12) consecutive months, including a same sex relationship.

- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with either the day after the funeral, or the day after the equivalent service.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending with either the day after the funeral, or the day after the equivalent service.

It is understood that attending a service or a celebration of life online is recognized as, or equivalent to, attending a service or celebration of life in person.

- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of their aunt or uncle, niece or nephew.
- (e) Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the *Ontario Human Rights Code*, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (f) When an employee is eligible for Bereavement Leave while on vacation or a holiday, they shall be paid for Bereavement Leave in line with the above provisions and their vacation or holiday extended accordingly and/or rescheduled at a later date. The decision to extend or reschedule the vacation or holiday shall be up to the employee.

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

- (g) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

15.14 **Jury and Witness Duty**

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

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

15.15 **Educational Leave**

- (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.
- (b) Where employees are required by the Employer or legislated by the Provincial Government to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full tuition cost associated with the courses.
- (c) (i) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) months' 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.
- (ii) If such leave is granted the employee's position will be posted as a temporary posting and the employee will be allowed to return to the posting for the summer break period.

15.16 **Family Medical Leave**

An employee may be entitled to Family Caregiver Leave; Family Medical Leave and Personal Emergency Leave Days as provided for in, and in accordance with, the *Employment Standards Act*. If entitled such leave shall be granted in accordance

with the requirements and rights as set out in the *Employment Standards Act*.

## **ARTICLE 16 - HOURS OF WORK**

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

- (a) The regular work shift for full-time employees shall be seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period. The Employer agrees that there shall be no split shifts.
- (b) It is mutually agreed that existing arrangements for lunch periods in the various Nursing Homes will continue as practiced at the date of signing of this Agreement.
- (c) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for hours worked at straight time.
- (d) A shift shall be deemed entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.

## 16.02 **Work Schedule**

- (a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Administrator or designate one (1) week in advance of posting. Schedule to be posted four (4) weeks before the Christmas/New Year's holidays.
- (b) All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1½) for all hours worked.
- (c) Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in Article 16.02 (b) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.
- (d) The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and changeover of shifts, and forty (40) hours if there is one (1) day off, and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event employees of their own accord, and for their own personal convenience arrange to change shifts, the

conditions in Article 17.01 (b) shall apply in all respects.

- (e) No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half (1½) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.
- (f) The Employer will arrange shift schedules such that all employees will receive a minimum of one (1) weekend off in three (3).
- (g)
  - (i) Where the Employer intends to change the Master Schedule, such change will be an agenda item at a Labour/Management meeting prior to the change being affected.
  - (ii) This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at their own discretion.

16.03 **Lunch or Meal Periods**

- (a) Any shift of five (5) hours or more will include a one-half hour meal break.
- (b) Lunch or meal periods will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch, and locker facilities will be provided.
- (c) The Employer agrees to investigate, on an individual home basis, the possibility of providing meals for employees working the night shift subject to the following conditions:
  - (i) Reasonable notice will be required by the dietary department from employees wishing to have meals provided; and
  - (ii) Employees will be required to pay for meals in advance and such payment will be non-refundable.

16.04 **Relief Periods**

Employees will be allowed breaks without reduction in pay and without increasing the regular working hours as follows:

**Shift Length**

- Up to, and including six (6) hours
- More than six (6) hours

**Breaks**

- One (1) – fifteen (15) minute break
- Two (2) – fifteen (15) minute breaks

16.05

**Mandatory Education and In-Service**

When an employee is required by the Employer to attend in-services including online education outside their regularly scheduled working hours, and the employee does attend same, they shall be paid for all time spent on such attendance at their regular straight time hourly rate of pay.

**ARTICLE 17 - PREMIUM PAYMENTS**

17.01

**Overtime**

- (a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay.
- (b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Director of Care or their designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.
- (c) If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of their shift one (1) free meal will be supplied.
- (d) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked. The employee will have the ability to bank their overtime to be used at a later date.
  - (i) All outstanding banked time and all entitlements are to be paid out to employees on the first pay cycle after December 31st.
- (e) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

- (f) An employee who is absent on paid time during their scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or union leave 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 rate.

17.02 **Shift Premiums**

- (a) Effective date of ratification, all employees shall receive an afternoon/evening shift premium of twenty-five cents (\$0.25) per hour for all hours worked between 1400 and 2200 hours. Where a Home's afternoon/evening shift begins at 1500, the premium shall apply to hours worked between 1500 and 2300.

For greater clarity, the afternoon/evening shift premium is to be paid from Monday to Friday for the hours worked in the home's normal eight (8) hour shift falling within the hours 1400 - 2300 hours.

Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

- (b) In no event shall there be any pyramiding of benefits or payments.

17.03 **Weekend Premium**

Forty-five cents (\$0.45) per hour premium will be weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

17.04 **Minimum Reporting Allowance**

If an employee reports for work at the regularly scheduled time for their shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:

- (a) The employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence.
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

17.05 Article 17.04 shall be waived and not binding upon the Employer in case of any



labour dispute or emergency such as fire and power shortage which disrupt the operation of the Nursing Home, nor shall it apply to employees returning to work without notice after absence.

17.06 **Call Back**

- (a) When an employee is called back to work after leaving the Nursing Home premises upon completion of their shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1½) their regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.
- (b) Where a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a call back premium but in no case shall the employee collect two call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.

17.07 **Call In**

- (a) "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided they complete the shift for which they were called in.
- (d) If the employee reports for work within one (1) hour of the request for call in then the Employer will guarantee a minimum of four (4) hours work.
- (e) Employees will submit their availability in writing every four (4) weeks to the supervisor or designate stating the shifts they will be available for at the time that the call-in list is updated, if nothing is submitted, the previous availability will remain in effect.

Notwithstanding the above, the Employer may extend the requirement of submitting

their availability in writing to a period that is less frequent than four (4) weeks (e.g. six (6) weeks).

- (f) It is agreed that an employee who commits to call-in will meet that commitment. Failure to do so on a consistent basis without a reasonable excuse will result in the removal of their name from the list for the balance of the schedule.
- (g) Where the Employer determines that it will call in staff at overtime rates, it will be offered to employees in accordance with seniority. For the purposes of this clause the seniority lists shall be deemed to be merged. In determining who is to work overtime, factors such as availability and urgency will be considered and overtime will be rotated in accordance with seniority as much as practicable. A refusal to work overtime will not give that employee the right to another overtime shift until all eligible employees have had an opportunity to either work or refuse an overtime shift.

17.08 **Responsibility Allowance for Work Outside the Bargaining Unit**

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of 1/2 shift, the employee shall receive an allowance of eight dollars (\$8.00) for each shift from the time of the assignment.
- (b) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- (c) Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one-half (1/2) shift, the RPN shall receive an allowance of eight dollars fifty cents (\$8.50) per shift.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

17.09 **Night Premium**

All employees shall receive a night shift premium of twenty-five cents (\$0.25) per hour for all hours worked between 2200 and 0600 hours. Where a Home's night shift begins at 2300, the premium shall apply to hours worked between 2300 and 0700.

For greater clarity, the night shift premium is to be paid for the hours worked in the home's normal eight (8) hour shift falling within the hours 2200 - 0700 hours.

## **ARTICLE 18 - ALLOWANCES**

### **18.01 Uniform Allowance**

- (a) The Employer agrees to pay a uniform allowance of seven cents (\$0.07) per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.
- (b) The uniform allowance will not be paid on each cheque but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.
- (c) When an employee leaves the employ of the Home, they shall receive their accumulated uniform allowance as part of their last pay.

## **ARTICLE 19 - HEALTH AND SAFETY AND ENVIRONMENT**

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

19.02 A Joint Occupational 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 management representatives. The Employer and UNIFOR will be limited to two representatives each, unless otherwise required by the Joint Occupational Health and Safety Committee.

19.03 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 management member. The non-management members of the committee will elect the Union co-chair.

### **19.04 Occupational Health and Safety Act**

The parties agree to be bound by the *Occupational Health and Safety Act*, in force as of the date of ratification of this Agreement. Notwithstanding the preceding, meetings will be held monthly or less frequently as the committee may determine.

19.05 Without limiting the generality of the foregoing, the committee shall:

- (a) Ensure that inspections of the work place and equipment have been carried out at least once a month by the co-chairs. It is agreed and understood that each co-chair can appoint a delegate for such inspection.
  - (b) Make recommendations for the improvement of the health and safety of workers.
  - (c) 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.
  - (d) 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.
  - (e) 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.
  - (f) Representatives of the Committee are entitled to one (1) hour prior to the Committee meeting as may be necessary for preparation or such longer period of time as the committee deems necessary.
  - (g) The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of aggressive/violent behaviour.
  - (h) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee.
- 19.06 (a) In the event of a critical accident or injury, (as defined in the OH&S Act) certified 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.
- (b) For all other non-critical accidents or injuries, certified committee representatives shall be notified and given the option of participating in the investigation to determine the nature and causes of the accident or injury. Committee representatives shall review all investigation reports and make recommendations to the Employer as required.
  - (c) Medical information; obtained or provided during the investigation and/or review of

the investigation reports, will be kept confidential by committee representatives.

- 19.07 (a) The Employer shall:
- (i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
  - (ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
  - (iii) ensure that the applicable measures and procedures prescribed in the Health and Safety Act are carried out in the workplace.
- (b) No employee shall operate any piece of equipment or perform duties until they have received orientation, education and/or instruction.
- 19.08 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.
- 19.09 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.
- 19.10 The Employer will make all 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 workers 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.
- 19.11 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.
- 19.12 **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 such necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment, employees are obligated to comply with such recommendation(s).

19.13      **Lockout and Machine Guarding**

The Employer shall ensure that all equipment is locked out and guarded. The Joint Occupational Health and Safety Committee shall make recommendations to and consult with the Employer in the development of lockout and test procedure and machinery guarding programs. All employees who may be at risk will receive training specific to their job.

19.14      **Employment of Disabled Workers**

The Employer and Union acknowledge their joint obligation to accommodate certain individuals under the *Human Rights Code of Ontario* and agrees that this Collective Agreement will be interpreted in such a way.

19.15      **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.

19.16      **National Day of Mourning**

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

19.17      **Mental Health**

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

The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with

suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

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

## **ARTICLE 20 - PAID HOLIDAYS**

20.01 (a) Employees who have completed their probationary period shall receive the following holidays with pay:

New Year's Day	Labour Day	One (1) Float Day
Good Friday	Thanksgiving Day	
Victoria Day	Christmas Day	
Canada Day (July 1)	Boxing Day	
Civic Holiday	Family Day	

(b) The intent is that there shall be no more than twelve (12) paid holidays during the term of this agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one (1) of the designated holidays in the Collective Agreement.

(c) Upon the completion of the probationary period, the employees shall be paid for any and all paid holidays for which they have not been paid which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.

20.02 The anniversary date of an employee's employment will be recognized as a paid float holiday which is to be taken on the anniversary date, or within thirty (30) days following the anniversary date.

20.03 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday.

20.04 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at their regular rate of pay.

20.05 (a) An employee will qualify for holiday pay as per the proration formula if the employee worked their scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

- (b)
    - (i) If an employee meets the qualifications in 20.05 (a) they are deemed to have qualified for lieu day(s) pay for that holiday.
    - (ii) However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.
- 20.06 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on their float holiday will, in addition to their holiday pay, be paid at the rate of one and one-half (1½) times their regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates.
- 20.07 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit their holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 20.04.
- 20.08 If one (1) of the above named holidays occurs on an employee's regular day off, or during their vacation period, the employee shall receive an additional day off in lieu thereof within four (4) weeks either side of the holiday, unless otherwise arranged between the employee and the supervisor, or the employee shall receive a day's pay. These options shall be at the discretion of the Employer.
- 20.09 Holiday pay for employees who regularly work less than seventy-five (75) hours bi-weekly will be paid based on proration formula noted in Article 22.12 of this Agreement. Holiday entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.
- 20.10 For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 A.M.
- 20.11 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.



## **ARTICLE 21 - VACATIONS**

- 21.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 21.02 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home.
- Employees will be able to request vacation during the Christmas period. Requests for vacation time will not be unreasonably denied unless in emergent situations.
- 21.03 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.
- 21.04 Vacations are not cumulative from year to year and all vacations must be taken before the end of the pay ending June 30<sup>th</sup>, except as may be required by law. Employees shall not waive vacation and draw double pay.
- 21.05 Employees who have not completed their probationary period as of June 30th will receive four percent (4%) of their gross earnings during the vacation year.
- 21.06 Employees who have completed their probationary period as at the vacation cut-off date will be granted one (1) days' vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.
- 21.07 Employees with one (1) year of service on or before June 30th of the current year shall receive two (2) weeks' vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.
- 21.08 Employees with three (3) years of service on or before June 30th of the current year shall receive three (3) weeks' vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.
- 21.09 Employees with eight (8) years of service on or before June 30th of the current year shall receive four (4) weeks' vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.
- 21.10 Employees with fifteen (15) years of service on or before June 30th of the current year shall receive five (5) weeks' vacation. Vacation pay for such employees shall

be ten percent (10%) of gross earnings for the vacation year.

- 21.11 Employees with twenty-two (22) years of service on or before June 30<sup>th</sup> of the current year shall receive six (6) weeks' vacation. Vacation pay for such employees will be twelve percent (12%) of gross earnings for the vacation year. Effective July 31, 2015 add 6 weeks' vacation after 22 years.
- 21.12 Employees with twenty-eight (28) years of service on or before June 30<sup>th</sup> of the current year shall receive seven (7) weeks' vacation. Vacation pay for such employees will be fourteen percent (14%) of gross earnings for the vacation year.
- 21.13 For employees who are regularly scheduled to work seventy-five (75) hours bi-weekly, vacation pay is to be paid as a percentage (%) of total earnings or regular pay whichever is greater.
- 21.14 Employees who have lost their seniority and have terminated their employment as set out in Article 9.07 herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.
- 21.15 The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.
- 21.16 (a) Vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on the provisions for employees regularly working seventy-five (75) hours biweekly.  
(b) Vacation pay for employees who regularly work less than seventy-five (75) hours bi-weekly is to be paid as percentage (%) of gross earnings.
- 21.17 Employees who are regularly scheduled to work less than seventy-five (75) hours bi-weekly shall receive vacation benefits for the vacation year as follows:

<b><u>Hours Paid</u></b>	<b><u>Vacation Entitlement</u></b>
0 to less than 1,800 hours paid	4% of gross earnings for the vacation year.
1,800 to less than	2 calendar weeks' vacation with pay at 4% of

5,400 hours paid	gross earnings for the vacation year.
5,400 to less than 14,400 hours paid	3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year.
14,400 to less than 27,000 hours paid	4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year.
27,000 to less than 39,600 hours paid	5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year.
39,600 to less than 50,400 hours paid	6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year. Effective July 31, 2015.
50,400 hours or more	7 calendar weeks' vacation with pay at 14% of gross earnings for the vacation year.

21.18 If an employee transfers from a position of less than seventy-five (75) hours bi-weekly to seventy-five (75) hours bi-weekly or vice versa, vacation service shall be credited based on eighteen hundred (1800) hours paid equals one (1) year of seventy-five (75) hours bi-weekly service, unless the current local practice is superior, in which case the superior practice will continue.

21.19 Full-time employees with two (2) or three (3) weeks of vacation entitlement due to their service with the Nursing Home will be entitled to take one (1) of those weeks as single days. These days may be taken individually or in a group of up to four (4) at a time, to be agreed between the employee and the supervisor.

In addition, employees with four (4) or five (5) weeks of vacation entitlement will be entitled to take two (2) of those weeks as single days. Staff who receive six (6) or more weeks of vacation allowance may request to take up to three (3) weeks of vacation time in single or multiple days as vacation time. It is understood and agreed by both management and union that requests will not be unreasonably denied as long as it does not interfere with the operation of the Home.

As a general rule single day requests (or blocks of less than a week) will only be granted during summer (July/August) after full week requests have been approved.

21.20 Employees can ask in each home for information about their current vacation entitlement and accrual. Such questions will be answered within three (3) working days of the enquiry.

21.21 All time off requests must be submitted in writing. The Employer will respond to time off requests in writing within two (2) weeks of receiving the request.

## **ARTICLE 22 - HEALTH AND INSURANCE BENEFITS**

22.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula under Article 22.12 of this Agreement. Same sex spouse is eligible to be a dependent for insured benefits.

### 22.02 **O.H.I.P.**

- (i) The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, of the O.H.I.P. premium for the Province of Ontario.
- (ii) This benefit shall be payable by the Employer to all present employees on the basis of their current participation in the O.H.I.P. plan through the Company payroll, and to all new employees who join the Company's O.H.I.P. Group.

### 22.03 **Life Insurance**

- (a) The Employer will continue a \$30,000 life insurance plan for each employee. The Employer will pay one hundred percent (100%) of the cost of this plan.
- (b) The Employer will provide \$15,000 life insurance to part time employees who are not enrolled in benefits.

### 22.04 **Extended Health Care**

- (a) The Employer will continue an Extended Health \$10-\$20, no co-insurance plan for employees covered by this Agreement who have completed their probationary period. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.
- (b) The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.
- (c) Prescription drug coverage for fertility drugs is amended to reflect a \$2500 lifetime maximum.

(d) Coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker will be covered at a maximum of \$500 per year.

(e) Effective upon ratification, increase para-medical to \$400.00 per practitioner.

Effective upon ratification, eliminate need for a doctor's note for massage therapy and chiropractor.

22.05 **Vision Care**

(a) The Employer agrees to provide a \$350 Vision Care Plan and agrees to pay one hundred percent (100%) of the billed single/family premium for employees who participate in the plan. In addition, the benefit will provide for an eye examination once in every twenty-four month period and annually for diabetics. If any employee is otherwise covered, the Employer shall not be obligated to contribute.

22.06 **Dental**

The Employer agrees to continue the Dental Plan (equivalent to Blue Cross #9 Plan) based on the O.D.A. fee schedule for 2008. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions. The cap on the dental plan will be \$2,000.00 per individual and per family member.

Dental Plan coverage to provide for fluoride treatment for persons under the age of 18 only and for 9-month recall for covered person 18 years or older.

22.07 **Hearing Aid**

The Employer agrees to continue a \$350.00 Hearing Aid Benefit one hundred percent (100%) Employer paid.

Effective January 1, 2020, the Employer agrees to continue a \$350.00 Hearing Aid Benefit one hundred percent (100%) Employer paid every 5 years.

22.08 **Group Insurance Plan**

(a) Employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has not enrolled in a plan or has withdrawn may enrol in a plan subject to carrier approval but will not immediately be eligible to claim

benefits except as defined below. Current employees will have a one-time opportunity to opt into benefits (3 months post ratification), New part time hires will have a one-time option to elect either benefits or in lieu, to take effect following completion of the probationary period, and then the “life changing circumstances” language will apply (Article 22.08 (d) from full time agreement).

- (b) Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:
  - (i) Life - when coverage approved.
  - (ii) Dental - \*\$200.00 maximum benefit/covered person.
  
- (c) **E.H.C.**
  - (i) Drugs - \*\$150.00 maximum benefit/covered person.
  - (ii) Vision - no benefit during first six (6) months.
  - (iii) Hearing - no benefit during first six (6) months.

\* During first twelve (12) months of coverage.

- (d) An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article shall be entitled to enrol in the benefits under any one of the following conditions without the restrictions set out in (b) and (c) above under any one of the following circumstances:
  - i) A life changing event such as divorce (where the settlement does not provide for spousal coverage), or death of a spouse;
  - ii) When an employee transfers from a part time classification to a full time classification and has passed the Trial period as set out in this agreement provided they apply for such coverage within thirty-one (31) days of the life changing event or of the date they are confirmed in their full time position after completing the Trial Period.

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

It shall be the joint responsibility of the Employer and the employee to ensure that if the employee wishes to participate in benefits they complete the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so electronically during the onboarding process arranged by the Employer.

22.09      **Change of Carriers**

The Employer shall provide to each person benefits information for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims, is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

22.10      **Benefit Grievance Resolution**

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

- (a) the Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator 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 Norm Jesin and Laura Trachuk.
- (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.

22.11

**The Nursing Homes and Related Industries Pension Plan**

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

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

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

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

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

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed their probationary period.

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



the amount being four percent (4%) of applicable wages.

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

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

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

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

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

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

.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, CH P-8 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the

required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

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

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

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

- Date of Hire
- Date of Birth
- Date of first Remittance
- Seniority List to include hours from date of hire to Employer's fund entry (for purposes of calculations past service credit).

(ii) **To Be Provided with Each Remittance**

- Name
- Social Insurance Number
- Monthly remittance
- Pensionable Earnings
- Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) **To Be Provided Periodically**

- Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
- Termination date when applicable

(iv) **To Be Provided Once, If They Are Readily Available**

- Gender
- Marital Status

.06 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 22.11 (.02) will be paid to the employee.

22.12

**Proration Formula**

- (a) Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a pro-rata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.
- (b) The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by nine hundred and fifty (950) and then multiplying by one hundred (100).
- (c) The predetermined six (6) month period shall coincide with the pay period ending around June 30<sup>th</sup> and December 31<sup>st</sup> and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30<sup>th</sup> and February for the pay period ending around December 31<sup>st</sup>.
- (d) Hours paid in calculating proration formula will include WSIB and Weekly Indemnity.
- (e) When an employee is on:
  - (i) pregnancy leave, or
  - (ii) parental leave, or
  - (iii) approved leave of absence in excess of thirty (30) continuous calendar daysPro-ration upon return, shall be based on the percentage (%) in effect prior to commencement of the leave.
- (f) Employees who regularly work more than sixty-six (66) hours bi-weekly, shall have one hundred percent (100%) of Employer portion of insured benefits paid.
- (g) Holiday and vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

N.B. Holiday and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows: Holiday Pay - based on proration formula, based on hours regularly worked – four (4) hours shift = four (4) hours pay. Vacation pay - percentage (%) of gross earnings.

22.13 **New Hires**

- (a) All newly-hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.
- (b) The pro-rata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.
- (c) The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the Employer's paid share of premiums and benefits, and holiday pay.

22.14 **Post 65 Coverage**

Effective for employees who reach the age of 65 after October 9, 2012:

Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as other active employees:

22.03 – Reduce life insurance by 50%

22.04 – Extended Health

22.05 – Vision Care

22.06 – Dental

22.07 – Hearing

22.12 – Proration Formula

24.01 (b) – First two weeks of the short term sick leave

In any event, once an employee reaches age 70 and they continue to be employed they shall automatically receive in lieu of benefits as set out in Article 22.14 (Part Time). Any such employee who works past age 70 and was employed by the Employer and was older than the age of sixty-five (65) as of October 9, 2012 shall have the option of choosing either the in lieu provision or the benefits treatment available to employees in the 2010 to 2012 agreement.

**ARTICLE 23 - INJURY AND DISABILITY**

23.01 Where an employee is absent due to illness or injury which is compensable by WSIB, the following shall apply:

- (a) The employee will not be eligible for paid holidays, sick leave, uniform allowance,

or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.

- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

23.02 In the case of an absence due to a compensable accident, the employee will be paid at their regular rate of pay for all scheduled hours on the day of the accident.

23.03 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Nursing Home in a classification that is covered by this Agreement, then the returning employee may exercise their seniority if they have the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

#### **ARTICLE 24 - SICK LEAVE**

24.01 (a) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:

- (i) Absence for injury compensable under the provisions of the *Workplace Safety and Insurance Act* shall not be charged against sick leave credits.
- (ii) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of seven and one-half (7.5) hours (1 credit) for each period of one hundred and sixty two and one-half (162.5) hours paid, to a maximum of one hundred and five (105) hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.
- (iii) The employee shall apply for Employment Insurance (EI) sick leave for weeks three (3) through seventeen (17) of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds percent ( $66\frac{2}{3}\%$ ) of straight time wages. In the event the employee does not qualify for EI Sick Leave benefits by reason of lack of adequate contributions, they shall receive sixty-six and two thirds ( $66\frac{2}{3}\%$ ) percent of their straight time wages for weeks three (3) through seventeen (17) of any personal illness or injury but shall not be eligible for benefits under (iv) below.

- (iv) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks eighteen (18) through thirty-five (35) of such illness or injury. Payment under weekly indemnity will be sixty-six and two thirds percent ( $66\frac{2}{3}\%$ ) of scheduled straight-time wages lost.
- (b) (i) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity cheques shall be mailed directly to the employees' home.
- (ii) Weekly Indemnity participation is voluntary for all employees.
- (iii) Employees will be advised of their options electronically during the onboarding process and will make their initial choice regarding participation at time of hire, within the eligibility period.
- (iv) An employee who does not enroll at time of hire or within the eligibility period who has withdrawn, may enroll at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.
- (v) Notwithstanding (iv) above;
  - (1) an employee who averages over sixty-six (66) hours paid in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,
  - (2) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting,
  - (3) an employee with an increase in their pro-rata percentage of twenty percent (20%) or greater, above the pro-rata period immediately prior, may enroll at the commencement of the next sign up period, without evidence of insurability.
- (c) (i) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization.

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

- (ii) It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.
- (d) (i) The Employer may request proof of disabling accident or sickness:
  - for any absence in excess of three (3) days;
  - for the fourth (4th) and succeeding illness in the sick leave year.
  - For the purpose of this section, the “sick leave year” shall be defined as January 1 to December 31.
  - Any instances of two or more absences that resemble a pattern (e.g. every Friday off, absences before or after a long weekend, etc.)
- (ii) The Employer will exercise discretion in making such requests.
- (e) An employee who will be absent on the afternoon or night shift, due to personal illness must notify the Employer at least three (3) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and a half (1 ½) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- (f) The Employer will make accessible to the employee their sick leave balance.
- (g) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 15.08.

24.02 **Full-Time/Part-Time Sick Leave Transfers**

Sick leave benefits accumulated at time of transfer from full-time to part-time or part-time to full-time status shall remain to the credit of the employee, and shall be used in accordance with Article 24.01 of this Agreement.

24.03 In the event the Nursing Home requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see the physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use their own physician and, in the opinion

of the Home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

24.04 **Annual Medical and Sick Leave Certificate**

- (a) The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be addressed between the Union and Employer representatives.
- (b) If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

24.05 **EI. Premium Reduction**

The employees' share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

24.06 **Workplace Safety and Insurance Board Challenge**

In the event that the Employer challenges a WSIB claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB if their claim was approved, or the benefit to which they would be entitled under the sick leave plan, Article 24. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 24. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.



## **ARTICLE 25 - COMPENSATION**

25.01 Attached hereto and forming part of this Agreement is Schedule “A” relating to job classifications and hourly rates of pay.

### **25.02 Retroactivity**

Upon receipt of an arbitration award or written notice of ratification from the Union every reasonable effort will be made to pay retroactivity and draft a collective agreement to be forwarded to the Union as expeditiously as possible and in any event not more than sixty (60) days. Retroactivity applies to wages only based on hours paid by the Employer.

Employees who have left their employment will be notified by pre-paid post addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days of the date of mailing of the letter by the Employer.

### **25.03 Temporary Transfers**

- (a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the assignment.
- (b) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a lower paying position in the bargaining unit, they shall continue to be paid their current rate of pay corresponding to the position held immediately prior to such assignment from the commencement of the assignment and for the duration of such temporary assignment.

### **25.04 New Classification**

- (a) When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15)

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

- (b) When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the home.

25.05 **Wage Progression**

- (a) Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of eighteen hundred (1800) hours paid by the Employer at the "start rate" to the "one year rate" and so on. Hours for which the employee receives WSIB as a result of a work related injury while in the employ of the Employer shall be considered hours paid for the purposes of computing eligibility to progress to the next higher rate within their position classification.
- (b) Hours paid by the Employer during an employee's probationary period will be included for purposes of wage progression.

25.06 **Recent Related Experience**

Upon ratification, where an employee is hired or applies for a job posting and has recent related experience, they may apply with the documentation proof satisfactory to the Employer, for recognition of that experience on the wage grid, up to Year 2 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 up to Year 2 on the grid. Where the experience is part time, one (1) year equals eighteen hundred (1800) hours paid. Current employees would be eligible, retroactivity pay would not apply.

## **ARTICLE 26 - BULLETIN BOARDS**

26.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

## **ARTICLE 27 - PAY DAYS**

27.01 (a) The Employer agree that wages will be paid bi-weekly on Thursday, during working hours. The normal bi-weekly pay period shall be Monday to Sunday inclusive.

(b) Employees will be paid wages for each pay period, including any overtime or premium pay due to the employee for such pay period, on the second Thursday after each pay period ends.

27.02 Employees will be paid on a Thursday during working hours on the following basis:

(a) The night shift will be paid prior to completing the Thursday A.M. shift.

(b) The day shift will be paid during the day shift worked on Thursday.

(c) The afternoon shift will be paid during their regular shift.

### 27.03 **Errors on Paycheques**

(a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment by electronic funds transfer for the shortfall within three (3) business days from the date it is notified of the error.

(b) If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

(c) If the error is caused by the employee, then the error will be corrected on the next full pay period unless there is a reasonable explanation for the mistake.

### (d) **Digital Pay System**

In the event the Employer evolves to a digital pay system, an employee will have

confidential internet access to their pay stub. Where the employee wishes to utilize this internet access at the workplace, the Employer shall provide, confidential digital access to their pay stub with the capability for the employee to print their pay stub if they so desire, at no cost to the employee.

- 27.04 (a) Upon termination or lay off, the employee will be paid their final pay and their vacation pay on the regular pay day for that pay period within which they terminated or were laid off.
- (b) Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

#### **ARTICLE 28 - INTERPRETATION**

- 28.01 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

#### **ARTICLE 29 - PERSONAL FILES**

29.01 **Letters of Reprimand**

Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface, example - residents and family, where the record will remain on file for twenty-four (24) months from the date of the last formal third party related discipline on the file.

29.02 **Suspension**

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party, example - residents and family, where the record will remain on file for thirty-six (36) months from the date of the last formal third party related discipline on the file.

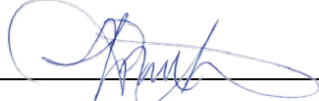
- 29.03 Having provided a written request to the Administrator at least one (1) week in advance, an employee shall be entitled to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

**ARTICLE 30 - TERM**

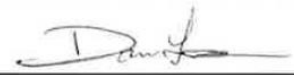
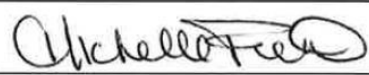
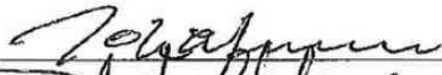
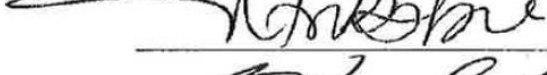

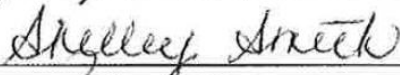

- 30.01 This Agreement shall continue in effect until July 31, 2024 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.
- 30.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- 30.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Ontario Labour Relations Act, as amended, and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.

IN WITNESS WHEREOF the parties hereto have hereunto cause this Agreement to be executed by their duly authorized representatives this 14 day of June, 2023.

**ON BEHALF OF THE EMPLOYER**

  
\_\_\_\_\_  
*Nour Al-Khyaat*  
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**ON BEHALF OF THE UNION**

  
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**SCHEDULE "A" - WAGES**

<b>Classification</b>	<b>Step</b>	<b>Expired 1-Aug-21</b>	<b>1-Aug-22</b>	<b>22-Sept-22</b>	<b>1-Aug-23</b>
<b>Dietary, Laundry &amp; Housekeeping Aides</b>	Probation	20.70	21.06	21.32	21.96
	Start	20.95	21.32	21.58	22.23
	1 Year	21.54	21.92	22.19	22.85
	2 Years	22.12	22.51	22.78	23.47
<b>Janitor</b>	Probation	20.70	21.06	21.32	21.96
	Start	20.95	21.32	21.58	22.23
	1 Year	21.54	21.92	22.19	22.85
	2 Years	22.12	22.51	22.78	23.47
<b>Attendant I, Activity Aide</b>	Probation	20.92	21.29	21.55	22.19
	Start	21.17	21.54	21.81	22.46
	1 Year	21.76	22.14	22.41	23.09
	2 Years	22.34	22.73	23.01	23.70
<b>PSW</b>	Probation	21.14	21.51 +\$3 = 24.51	21.77 +\$3 = 24.77	22.43 +\$3 = 25.43
	Start	21.39	21.76 +\$3 = 24.76	22.03 +\$3 = 25.03	22.69 +\$3 = 25.69
	1 Year	21.98	22.36 +\$3 = 25.36	22.64 +\$3 = 25.64	23.32 +\$3 = 26.32
	2 Years	22.55	22.94 +\$3 = 25.94	23.23 +\$3 = 26.23	23.92 +\$3 = 26.92
<b>Health Care Aide, Activity Aide Certified, Restorative Aide</b>	Probation	21.14	21.51	21.77	22.43
	Start	21.39	21.76	22.03	22.69
	1 Year	21.98	22.36	22.64	23.32
	2 Years	22.55	22.94	23.23	23.92
<b>Cook 1</b>	Probation	22.68	23.08	23.36	24.06
	Start	22.93	23.33	23.62	24.33
	1 Year	23.57	23.98	24.28	25.01
	2 Years	24.10	24.52	24.82	25.57
<b>Cook 2</b>	Probation	22.25	22.64	22.92	23.61
	Start	22.50	22.89	23.18	23.87
	1 Year	23.13	23.53	23.82	24.54
	2 Years	23.72	24.14	24.43	25.16
<b>Maintenance</b>	Probation	23.43	23.84	24.13	24.86
	Start	23.68	24.09	24.39	25.12
	1 Year	24.17	24.59	24.90	25.64
	2 Years	24.75	25.18	25.49	26.26
<b>RPN</b>	Probation	26.85	27.83	28.17	29.02

	Start	27.11	28.09	28.44	29.29
	1 Year	27.72	28.71	29.07	29.94
	2 Years	28.24	29.24	29.60	30.49

**SCHEDULE "A" - CONTINUED**

- Handyman: A premium of fifteen cents (15¢) per hour above the applicable Janitor rate to be paid for all hours worked in the Handyman classification when designated by the Employer.
- Health Care Aide: Health Care Aide classification for Health Care Aide Certificate or equivalent presently being recognized by the Employer.
- The Personal Support Worker education accreditation is recognized as equivalent to the Health Care Aide Course.
- Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive the Health Care Aide rate.
- Pay Equity adjustment of \$1.20 has been incorporated into the hourly rates.
- Wage Progression: In accordance with Article 25.05.
- PSW - Enshrine \$3.00 adjustment in Schedule A after general wage adjustments are added to the wage grid.
- RPN - \$0.50 adjustment for RPNs prior to general wage adjustments. *Note: 2022 and 2023 wages are inclusive of \$0.50 increase.*

**Memorandum of Settlement**

**Between**

**Extendicare Maple View**

**And Unifor Local 1359**

**Letter of Understanding Re: RPN RATE OF PAY**

Whereas the RPN's at Maple View received a \$0.26 cent premium above the normal Extendicare/Unifor RPN rate as the result of a merger/PSLRTA that occurred during the term of the collective agreement that expired on July 31, 2014, the parties agree to the following:

Effective after ratification, when wage adjustments are complete, the RPN's at Maple View will move to the same rate normal rate of the Extendicare/Unifor RPN, with the 1.5% wage increase.

For clarity, the Maple View current rate at maximum is \$25.12. The normal RPN Extendicare/Unifor maximum rate on expiry July 31, 2014 is \$24.86 and with the 1.5% increase is \$25.23.

Maple View RPN's will be paid full retroactivity as per the collective agreement for all hours paid from August 1, 2014, on the difference between their current rate (e.g. \$25.12 for those at maximum) and the normal rate for Extendicare/Unifor RPN's (e.g. \$25.23 for those at maximum).

In addition, all full time RPN's at Maple View will receive a one-time lump sum payment of \$750.00 and all part-time RPN's at Maple View will receive a one-time lump sum payment of \$400.00, considered to be full and final settlement on this issue.



## **SCHEDULE “B”**

**EXTENDICARE (CANADA) INC.**

**- AND -**

**(UNIFOR-CANADA)**

### **NURSING HOMES COVERED BY THIS COLLECTIVE AGREEMENT**

#### **Starwood, 114 Starwood Road, Nepean, Ontario, K2G 3N5**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Starwood, Ottawa, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

#### **Medex, 1865 Baseline Road, Ottawa, Ontario, K2C 3K6**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Medex, Ottawa, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

#### **Kingston, 309 Queen Mary Road, Kingston, K7M 6P4**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Extendicare (Canada) Inc., Kingston, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

#### **London, 860 Waterloo Street, London, N6A 3W6**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Extendicare (Canada) Inc., London, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

**Port Stanley, 4551 East Street, Port Stanley, N5L 1J6**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Extendicare (Canada) Inc., Port Stanley, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

**Van Daele Manor, 39 Van Daele Street, Sault Ste. Marie, P6B 4V3**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Van Daele Manor, Sault Ste. Marie, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

**Mapleview, 660 Northern Ave, Sault Ste. Marie, P6B 6G3**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Mapleview Nursing Home, Sault Ste. Marie, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

**Southwood Lakes, 1255 North Talbot Road, Windsor, Ontario, N9G 3A4**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Southwood Lakes, Windsor, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

**SCHEDULE "C" - PAY EQUITY AGREEMENT**

**BETWEEN**

**EXTENDICARE (CANADA) INC.**

**- AND -**

**UNIFOR-CANADA  
Locals 302, 504, 1359, 2458 and 8300**

The Employer and Union agree to meet as soon as reasonably possible 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.

These discussions will include:




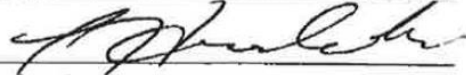
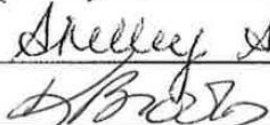
- i) A review of recent Tribunal precedents relating to maintenance of Proxy Pay Equity Plans.
- ii) A review of a potential GNCS to evaluate jobs.
- iii) A consideration of including other Unifor bargaining units which have the same original Proxy Pay Equity Plan in any process and the results of such a process.

DATED this 14 day of June, 2023.

**ON BEHALF OF THE EMPLOYER**

  
\_\_\_\_\_  
*Nour Al-Khyaat*  
\_\_\_\_\_  
\_\_\_\_\_

**ON BEHALF OF THE UNION**

  
\_\_\_\_\_  
*Michelle Fied*  
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*Shelley Smith*  
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## **SCHEDULE "D"**

### **Local Issues Agreements**

The following local issues reflect agreements that are exclusive to that particular facility notwithstanding any provision to the contrary that may be provided for elsewhere in the Collective Agreement.

#### **KINGSTON**

##### **Letters of Understanding**

1. **Re: Employee Anniversary Date**

The anniversary date will be treated as a Float Day, to be scheduled in accordance with the collective agreement. Article 20.02 full-time, 20.04 part-time contract will be interpreted to mean that this second Float holiday is available to employees in each year after their first year of employment.

2. Staff will be allowed to park in the front parking lot when the visitors are gone.
3. The parties agree to quarterly or as needed scheduled staff meetings.
4. Pre-scheduled quarterly Labour/Management meetings as required.

##### **Article 16.01(e)**

Twice annually on April 1, and October 1, full time employees may request in writing to decrease the number of scheduled shifts per pay period from ten (10) to nine (9), or to increase back to ten (10) from nine (9). It is agreed that employees regularly working a nine (9) shift rotation will maintain full benefits as per contract. Such requests shall not be unreasonably denied.

##### **Article 20.12**

The Employer agrees that where any employee is entitled to a lieu day off, their holiday pay will be paid in the pay period in which they take the holiday (lieu day) off. (Not just 75 hour positions).

##### **Letter of Understanding - Re: Christmas and New Year's**

In the event that not all employees in a classification are required to work Christmas or New Year's, members with twenty-five (25) years of service or more that any classification will be offered the opportunity to have both Christmas and New Year's off, as far down the schedule as

practicable.

It is understood that an employee's regular schedule may be altered during the period of December 20 - January 3.

#### **Letter of Understanding - Re: Vacation Planner**

A blank vacation planner will be posted on March 1 of each year for the summer vacation period. It will be taken down on April 1 of each year.

The Employer will post an approved vacation schedule for employees who have requested vacation in the months of July and August, by May 1.

#### **Letter of Understanding - Re: Work Schedule**

Work schedules covering the two (2) week period will be posted two (2) weeks in advance. Employee request for specific days off must be submitted to the Administrator or designate one (1) week in advance of the posting. Schedule to be posted six (6) weeks before the Christmas/New Year's holidays.

#### **Letter of Understanding - Re: Temporary Vacancies**

A temporary vacancy is a vacancy created by an employee's absence due to a pregnancy/parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks. Full time employees will have preference over part time employees to make a lateral transfer into the temporary vacancy. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from their absence, they shall have the right to return to their former position. In instances where an employee returns to work prior to estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part time employee is the successful applicant, the part time employee shall retain their part time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration in accordance with current practice.

#### **Letter of Understanding - Re: Decrease in Shifts**

Twice annually, in April and September, employees may request in writing, a decrease in the number of scheduled shifts per pay period from ten (10) to nine (9) or from nine (9) to ten (10). The specific day of the week shall be mutually agreed and will not be unreasonably denied by either party.

## **Letter of Understanding - Re: Facility Relocation/Relocation of Beds**

The parties agree it is important to indicate to employees of the Employer who may be affected by the restructuring and relocation of the beds from the Employer to the new build what protections or considerations they can expect.

It is understood and agreed that the following terms shall be defined as follows, where used throughout this Letter of Understanding:

1. “Employees” are defined as employees currently employed by the Employer.
2. “Existing Long Term Care Beds” are those beds transferred from the old location to the new location.
3. “New Beds” are those awarded through the Ministry of Health, RFP process.

In the case where the Employer moves “Existing Long Term Care Beds” to the new build and or these beds are combined with “New Beds”, the following shall apply:

1. The Employer agrees to meet with the Union as far in advance as possible, but no less than one hundred and twenty (120) days of the proposed date of the transfer of beds to commence discussions regarding staff transfers, including the number of staff transferred and the protocols to be followed;
2. The Collective Agreement in place at the time of the bed transfer, shall apply to “Current Employees” who transfer to the new facility(ies) unless it is legally determined otherwise;
3. Every reasonable effort shall be made to accommodate the employees in positions similar to the position held at the time of the bed transfer to the new build subject to any limits that may be sent out in legislation and/or regulation.

While not binding on the parties it is possible that the most expedient manner to determine which employees of the Employer transfer will be to post the available job openings and fill those positions in accordance with the terms of the job posting article in the collective agreement between the parties, Notwithstanding this general proposition the Union agrees the Employer has the right to limit applications to the extent that it would be left with a situation where there were no longer sufficient appropriately qualified staff at Extendicare.

In the event that there are more employees than are required at the employer after the process set out in the paragraph above (or its replacement), the Employer reserves the right to lay off employees in accordance with the terms of its collective agreement with the Union.

## **LONDON**

- 11.00 An employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the employee's seniority will be frozen. They will be entitled to return to their former position at the end of the leave. This clause will not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside the bargaining unit. For clarity after a tour outside the bargaining unit an employee must remain in the bargaining unit for a least one (1) year.
- 16.02 (f) The Employer will arrange shift schedules so that full time and part time employees are scheduled to work every other weekend. The Employer and an employee may agree to weekends scheduled consecutively.
- 17.00 Call-ins will be offered to regular part-time employees in order of seniority. When the part time list has been exhausted, call-ins will be offered to full time employees scheduled less than 75 hours bi-weekly in order of seniority, and then on call employees.

### **Letter of Understanding - Vacation**

The following agreement has been reached in regard to staff who receive four (4) weeks' vacation allowance or more; if desired, staff may request to take up to two (2) weeks (10 scheduled working days) of vacation time in single or multiple days as vacation time. Staff who receive six (6) weeks of vacation allowance or more; if desired, staff may request to take up to three (3) weeks (15 scheduled working days) of vacation time in single or multiple days as vacation time. Staff who receive seven (7) weeks of vacation allowance or more; if desired, staff may request to take up to five (5) weeks (25 scheduled working days) of vacation time in single or multiple days as vacation time. It is understood and agreed by both managements and union that requests:

1. Must be made in accordance with the provisions of time lines specified by the contract;
2. They are requests and not guarantees that the time off will be granted;
3. They must be approved by the department Head with due consideration to the operational needs of the home;
4. There will be no arbitrariness in withholding permission to take individual vacation days for staff covered in this local agreement.

It should be noted again that this local agreement applies only to those staff who receive five (5) weeks' vacation allowance or more.

### **Letter of Understanding - Re: Scheduling Guidelines for Summer Vacation**

The Employer will allow three (3) full-time and three (3) part-time bargaining unit members to be granted vacation per week of the summer vacation period which will include July, August and September. These are scheduling guideline principles, however if staffing levels permit these numbers could be increased.

For vacation coverage there is no expectation that staff will be responsible for finding their own replacements. Shifts that become available through vacation requests will be offered to part-time and then casual by seniority. It is also understood that these shifts will not be offered to an employee if it would incur overtime.

### **Letter of Understanding - Re: Christmas/New Year's**

The Employer will attempt to schedule by seniority employees with both Christmas and New Year's Day off.

### **Letter of Understanding - For the Housekeeping Department Only:**

When the Employer call in Employees call-ins will be offered to Regular Part-Time Employees in order of seniority until they reach the same amount of pre-scheduled hours as a less than 75 hours Full-Time Employee. Once the Part-Time Employees have reached the same amount of pre-scheduled hours as the Full-Time Employee they will be called into work by seniority (regardless of whether they are full-time or part-time), and then on call Employees.

### **Letter of Understanding Re: Give Away Shifts**

Staff will be allowed to give away up to ten (10) shifts per calendar year. The shift being given away must be offered to seniority employees based on availability. Staff are responsible for finding their own replacement and submitting their request to the Administrator/Designate for approval. A maximum of two (2) give away shifts may be requested during the March Break (Spring Break) but none will be allowed during the Christmas Vacation period. One (1) give away shift will be allowed during the summer vacation periods.

### **Letter of Understanding - Scheduling Issues**

If a staff member is in a permanent part-time position - they cannot apply for a temporary part-time position which are the same shifts (i.e. days to days).

If you are awarded a temporary full-time or part-time position, you must fill the duration of the posting and cannot apply for any other postings during this time frame, unless it is for a full-time position or a position with more hours. If you are in a temporary position, you must fulfill the duration OR will have to wait six (6) months before applying for another temporary position. If



an employee is awarded a position and has accepted it and then changes their mind regarding the position after the schedule has been posted with the new position, they must work the scheduled shifts that are already posted then can go back to their original position.

Full-time persons cannot apply for temporary part-time positions with reduced hours except for under special circumstances which has been agreed to by management and the Union.

### **Letter of Understanding - Full Time Transfers**

Full time employees may request to transfer into full time vacancies that occur on the same shift, within their home unit, prior to the position being posted. Requests for such transfers will be considered on a case by case basis, and not unreasonably denied. This letter will not be interpreted in any way as limiting management's rights to transfer an employee as per Article 3.01.

### **Letter of Understanding - Re: Relocation of Beds**

The parties agree it is important to indicate to employees of the Employer who may be affected by the restructuring and relocation of the beds from the Employer to the new build what protections or considerations they can expect.

It is understood and agreed that the following terms shall be defined as follows, where used throughout this Letter of Understanding:

1. "Employees" are defined as employees currently employed by the Employer.
2. "Existing Nursing Home Beds" are those beds removed from the Employer.
3. "New Beds" are those awarded through the Ministry of Health, RFP process.

In the case where the Employer moves "Existing Nursing Home Beds" to the new build and or these beds are combined with "New Beds", the following shall apply:

1. The Employer agrees to meet with the Union as far in advance as possible, but no less than one hundred and twenty (120) days of the proposed date of the transfer of beds to commence discussions regarding staff transfers, including the number of staff transferred and the protocols to be followed;
2. The Collective Agreement in place at the time of the bed transfer, shall apply to "Current Employees" who transfer to the new facility(ies) unless it is legally determined otherwise;
3. Every reasonable effort shall be made to accommodate the employees in positions similar to the position held at the time of the bed transfer to the new build subject to any limits that may be sent out in legislation and/or regulation.

While not binding on the parties it is possible that the most expedient manner to determine which employees of the Employer transfer will be to post the available job openings and fill those positions in accordance with the terms of the job posting article in the collective agreement between the parties, Notwithstanding this general proposition the Union agrees the Employer has the right to limit applications to the extent that it would be left with a situation where there were no longer sufficient appropriately qualified staff at Extendicare.

In the event that there are more employees than are required at the employer after the process set out in the paragraph above (or its replacement), the Employer reserves the right to lay off employees in accordance with the terms of its collective agreement with the Union.

### **MEDEX**

- 11.08 Full-time employees will have preference over part-time employees to these temporary vacancies.
- 15.01 Second paragraph, last sentence, add: "...unreasonably or" before "arbitrarily".
- 15.12 Add in each category: It is understood that attending a service or celebration of life online is recognized as, or equivalent to, attending a service or celebration of life, in person.
- 15.12 (b) Last sentence: A maximum of fifty (50) days, excluding the unit chairperson, a representative on the pension board (The Nursing Homes' and Related Industries Pension Plan) and a member elected to an executive position in the local, are available to the union annually in each nursing home for such leaves.
- 15.15 Add: The Employer will grant an unpaid leave of absence of up to two (2) years to employees upgrading their qualifications or obtaining new qualifications. An employee's seniority and service will be frozen during this period.
- 16.02 (h) Employees with twenty (20) or more years of service will not be required to work on Christmas Eve/Day or New Year's Eve/Day, unless agreed to by the Employee. This provision is subject to the operational requirements of the Home.
- 21.03 Add new sentence: The Employer shall maintain the practice of granting vacations to a minimum of two (2) employees during the Christmas/New Year's period.
- 1. (a) Employees may request in writing on a form provided by the Employer to change shifts with one another. It is understood that such requests will be signed by both employees, and submitted, when possible at least one (1) full business day in advance, and will not result in the payment of overtime. Such request will not be unreasonably denied.

(b) Employees may request one (1) shift giveaway per pay period on a form provided by the Employer. It is understood that the employee will find a replacement for their shift, and will not result in overtime payment. The request form will be signed by both employees, and when possible the employee will submit the request not more than four (4) weeks before, and at least one (1) full business day prior. Such requests will be granted on a first come first serve basis and will not be unreasonably denied. Requests received on the same day will be granted in order of seniority.

(c) ***Full-Time Only***

Twice annually, in April and September, employees may request in writing a decrease in the number of scheduled shifts per pay period from ten (10) to nine (9) or from nine (9) to ten (10). It is agreed that employees regularly working a nine (9) shift rotation shall maintain their full-time status. Such requests shall not be unreasonably denied.

Employees who work a regularly reduced work week will be limited to six (6) shift giveaways per calendar year.

Dropped shifts will first be offered to the full-time employee's part-time shadow. Should the shadow refuse the shift it will be posted as per Article 11, for the part-time to add an additional shift to their rotation. Part-time employees may add up to a maximum of two (2) dropped shifts per pay period through this process. It is understood that the additional shift(s) will end at the completion of the six (6) month posting, and could possibly end sooner, should the full-time position with the dropped shift be re-posted.

21.19 Full-time employees with two (2) or three (3) weeks of vacation entitlement due to their service with the Nursing Home will be entitled to take one of those weeks as single days. These days may be taken individually or in a group of up to four (4) at a time, to be agreed between the employee and the supervisor.

In addition, employees with four (4) or five (5) weeks of vacation entitlement will be entitled to take two of those weeks as single days. Staff who receive six (6) or more weeks of vacation allowance may request to take up to three (3) weeks of vacation time in single or multiple days as vacation time. It is understood and agreed by both management and union that requests will not be unreasonably denied as long as it does not interfere with the operation of the Home.

As a general rule single day requests (or blocks of less than a week) will only be granted during summer (July/August) after full week requests have been approved.

### **Letter of Understanding - Re: Vacation Planner**

A blank vacation planner will be posted on March 1 of each year for the summer months (July and August). It will be taken down on April 1 of each year.

The Employer will post an approved vacation schedule for employees who have requested vacation in the months of July and August by May 1.

### **Letter of Understanding - Re: Anniversary Date**

At Medex only the Anniversary Date will be treated as a Float Day and employees may take this float day any time in the calendar year. Article 20.02 will be interpreted to mean that this second (2<sup>nd</sup>) float holiday is available to employees in each year after their first year of employment. In the transition year an employee can only qualify for either an Anniversary Day or a Float Day.

### **Letter of Understanding - Re: Bioscan**

When the Bioscan is losing/picking up time, it is the responsibility of the employees to make the employer aware so they can have the Bioscan machine serviced.

### **Letter of Understanding - NEW 20.08**

If one (1) of the above named holidays occurs on an employee's regular day off, or during their vacation period, the employee shall receive an additional day off in lieu thereof within eight (8) weeks following the holiday, unless otherwise arranged between the employee and the supervisor, or the employee shall receive a day's pay. These options shall be at the discretion of the Employer.

### **Letter of Understanding - Re: Facility Relocation/Relocation of Beds**

The parties agree it is important to indicate to employees of the Employer who may be affected by the restructuring and relocation of the beds from the Employer to the new build what protections or considerations they can expect.

It is understood and agreed that the following terms shall be defined as follows, where used throughout this Letter of Understanding:

1. "Employees" are defined as employees currently employed by the Employer.
2. "Existing Long Term Care Beds" are those beds transferred from the old location to the new location.
3. "New Beds" are those awarded through the Ministry of Health, RFP process.

In the case where the Employer moves “Existing Long Term Care Beds” to the new build and or these beds are combined with “New Beds”, the following shall apply:

1. The Employer agrees to meet with the Union as far in advance as possible, but no less than one hundred and twenty (120) days of the proposed date of the transfer of beds to commence discussions regarding staff transfers, including the number of staff transferred and the protocols to be followed;
2. The Collective Agreement in place at the time of the bed transfer, shall apply to “Current Employees” who transfer to the new facility(ies) unless it is legally determined otherwise;
3. Every reasonable effort shall be made to accommodate the employees in positions similar to the position held at the time of the bed transfer to the new build subject to any limits that may be sent out in legislation and/or regulation.

While not binding on the parties it is possible that the most expedient manner to determine which employees of the Employer transfer will be to post the available job openings and fill those positions in accordance with the terms of the job posting article in the collective agreement between the parties, Notwithstanding this general proposition the Union agrees the Employer has the right to limit applications to the extent that it would be left with a situation where there were no longer sufficient appropriately qualified staff at Extendicare.

In the event that there are more employees than are required at the employer after the process set out in the paragraph above (or its replacement), the Employer reserves the right to lay off employees in accordance with the terms of its collective agreement with the Union.

### **PORT STANLEY**

- 11.08 Delete requirement to have worked less than thirty seven and one-half (37.5) hours a week.
- 11.00 An employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the employee’s seniority will be frozen. They will be entitled to return to their former position at the end of the leave. This clause will not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside the bargaining unit. For clarity after a tour outside the bargaining unit an employee must remain in the bargaining unit for a least one (1) year.
- 16.02 (f) The Employer will arrange shift schedules so that full time and part time employees are scheduled to work every other weekend. The Employer and an employee may agree to weekends scheduled consecutively.

### **Letter of Understanding**

17.01 Add 17.01 (d) Full-Time and 17.01 (b) Part-Time Agreement: The maximum overtime hours an employee may bank is 37.5 hours. Unused overtime at the end of year will be paid out.

### **Letter of Understanding - Re: Closure, Rebuild or Relocation of Beds**

The parties agree that it is in the interest of both parties to provide security to employees who may be affected by the possibility of a closure and/or rebuild or relocation of the beds from the existing nursing home known as Extencare, Port Stanley to another facility and/or another community. As such if the Employer decides to do so, they will meet with the Union to discuss issues which may need to be addressed.

### **Letter of Understanding - Re: Give Away Shifts**

Staff will be allowed to give away up to ten (10) shifts per calendar year. The shift being given away must be offered to seniority employees based on availability. Staff are responsible for finding their own replacement and submitting their request to the Administrator/Designate for approval. A maximum of two (2) give away shifts may be requested during the March Break and one (1) will be allowed during summer but none will be allowed during the Christmas vacation period.

### **Letter of Understanding - Re: Call-In Process**

Where the Employer covers a vacant shift, the Employer agrees that it will offer any available work resulting from the replacement of absent employees to regular part-time employees within the classification concerned, in order of seniority, provided no overtime payment are incurred. If no regular part-time employees are available at straight time, on call employees will be called in order of seniority.

### **Letter of Understanding - Re: Scheduling Guidelines for Summer Vacation**

The Employer will allow three (3) full-time and three (3) part-time bargaining unit members to be granted vacation per week of the summer vacation period which will include July, August and September. These are scheduling guideline principles, however if staffing levels permit these numbers could be increased.

For vacation coverage there is no expectation that staff will be responsible for finding their own replacements. Shifts that become available through vacation requests will be offered to part-time and then casual by seniority. It is also understood that these shifts will not be offered to an employee if it would incur overtime.

### **Letter of Understanding - Vacation**

The following agreement has been reached in regard to staff who receive five (5) weeks of vacation allowance or more; if desired, staff may request to take up to two (2) weeks (10 scheduled working days) of vacation time in single or multiple days as vacation time. Staff who receive seven (7) weeks of vacation allowance or more; if desired, staff may request to take up to five (5) weeks (25 scheduled working days) of vacation time in single or multiple days as vacation time. It is understood and agreed by both management and union that requests:

1. Must be made in accordance with the provisions of time lines specified by the contract;
2. They are requests and not guarantees that the time off will be granted;
3. They must be approved by the Department Head with due consideration to the operational needs of the home;
4. There will be no arbitrariness in withholding permission to take individual vacation days for staff covered in this local agreement.

It should be noted again that this local agreement applies only to those staff who receive five (5) weeks' vacation allowance or more.

It is understood when granting vacation preference will be given by seniority for week blocks prior to individual days during the months of July, August and September and during Spring Break.

### **Letter of Understanding - Re: Alternate Classifications for Call-Ins**

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

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

### **Letter of Understanding - Full Time Transfers**

Full time employees may request to transfer into full time vacancies that occur on the same shift, within their home unit, prior to the position being posted. Requests for such transfers will be considered on a case by case basis, and not unreasonably denied. This letter will not be interpreted in any way as limiting management's rights to transfer an employee as per Article 3.01.

### **Letter of Understanding Re: Christmas/New Year's**

The Employer will attempt to schedule by seniority employees with both Christmas and New Year's Day off.

### **Letter of Understanding - Re: Relocation of Beds**

The parties agree it is important to indicate to employees of the Employer who may be affected by the restructuring and relocation of the beds from the Employer to the new build what protections or considerations they can expect.

It is understood and agreed that the following terms shall be defined as follows, where used throughout this Letter of Understanding:

1. "Employees" are defined as employees currently employed by the Employer.
2. "Existing Nursing Home Beds" are those beds removed from the Employer.
3. "New Beds" are those awarded through the Ministry of Health, RFP process.

In the case where the Employer moves "Existing Nursing Home Beds" to the new build and or these beds are combined with "New Beds", the following shall apply:

1. The Employer agrees to meet with the Union as far in advance as possible, but no less than one hundred and twenty (120) days of the proposed date of the transfer of beds to commence discussions regarding staff transfers, including the number of staff transferred and the protocols to be followed;
2. The Collective Agreement in place at the time of the bed transfer, shall apply to "Current Employees" who transfer to the new facility(s) unless it is legally determined otherwise;
3. Every reasonable effort shall be made to accommodate the employees in positions similar to the position held at the time of the bed transfer to the new build subject to any limits that may be set out in legislation and/or regulation.

While not binding on the parties it is possible that the most expedient manner to determine which employees of the Employer transfer will be to post the available job openings and fill those positions in accordance with the terms of the job posting article in the collective agreement between the parties. Notwithstanding this general proposition the Union agrees the Employer has the right to limit applications to the extent that it would be left with a situation where there were no longer sufficient appropriately qualified staff at Extendicare.

In the event that there are more employees than are required at the employer after the process set



out in the paragraph above (or its replacement), the Employer reserves the right to lay off employees in accordance with the terms of its collective agreement with the Union.

**Letter of Understanding - Re: Stat Holiday Lieu Days**

Where an employee is entitled to a lieu day off following a paid holiday, their lieu pay will be paid in the pay period in which they take the lieu day off.

**Letter of Understanding - Re: Employee Anniversary Date**

The anniversary date will be treated as a Float Day, to be scheduled in accordance with the collective agreement. Article 20.04 will be interpreted to mean that this second Float holiday is available to employees in each year after their first year of employment. In the transition year an employee can only qualify for either an Anniversary Day or a Float Day.

**Letter of Understanding - Re: New Build**

The parties agree to begin meeting one year in advance of the opening of any new long-term care home owned and operated by the Employer, to discuss how plans for both the newly built LTC facility and restructuring of Extencicare Port Stanley long term care home might have on existing bargaining unit members, and how these impacts might be reduced.

**SOUTHWOOD LAKES**

- 9.05           The Employer shall supply the Union Office and the Union Chairperson with a set of seniority lists by department in January and July of each year, showing employees' names in order of date of hire seniority, and will include classification and total hours worked to date.
  
- 11.08           Amend second paragraph as follows: Where a temporary vacancy is expected to exceed six (6) weeks such vacancy will be posted and filled in accordance with Article 11.04.
  
- 15.12 (a)       The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home. The Employer agrees that they will make scheduling of such leaves a priority and shall notify the Unit Chairperson of the granting of such leave no less than seven (7) days prior.
  
- 16.01           *(Note: Numbering different in Part Time agreement.)*
  
- 16.01           Employees may request in writing on a form provided by the Employer to change

shifts with one another. It is understood that such requests will be signed by both employees, and submitted, when possible at least one (1) full business day in advance, and will not result in the payment of overtime. Such request will not be unreasonably denied.

16.01 Employees may request one shift giveaway per pay period on a form provided by the Employer. It is understood that the employee will find a replacement for their shift, and will not result in overtime payment. The request form will be signed by both employees, and when possible the employee will submit the request not more than four (4) weeks before, and at least one (1) full business day prior. Such requests will be granted on a first come first serve basis and will not be unreasonably denied. Requests received on the same day will be granted in order of seniority.

16.01(g) **Full time only**

Twice annually, in April and September, employees may request in writing a decrease in the number of scheduled shifts per pay period from ten (10) to nine (9), or to increase from nine (9) to ten (10). It is agreed that employees regularly working a nine (9) shift rotation will maintain full time status. Such requests shall not be unreasonably denied.

Employees who work a regularly reduced work week will be limited to eight (8) shift giveaways per calendar year as per 16.02 (f).

Dropped shifts will first be offered to the full-time employee's part-time shadow. Should the shadow refuse the shift, it will be posted as per Article 11, for the part-time to add an additional shift to their rotation. Part-time employees may add up to a maximum of 2 (two) dropped shifts per pay period through this process. It is understood that the additional shift(s) will end at the completion of the six (6) month posting, and could possibly end sooner, should the full-time position with the dropped shift be re-posted.

20.04 The anniversary date of the employee's employment will be recognized as a float holiday which is to be taken on the anniversary date or within thirty (30) days following the anniversary date, with payment qualified and on the basis of Article 20.01 and 20.02. Pay for the anniversary float will be given on the date the float is taken.

20.08 If one (1) of the above named holidays occurs on an employee's regular day off, or during their vacation period, the employee shall receive an additional day off in lieu thereof within four (4) weeks either side of the holiday, unless otherwise arranged between the employee and the supervisor, or the employee shall receive a

day's pay.

20.12 The Employer agrees that where an employee is entitled to take their lieu day off at a time after the holiday, their holiday pay will be paid in the pay period in which they take the holiday.

20.13 **Christmas/New Year's Scheduling**

All employees will be scheduled a minimum of three (3) days off at either Christmas (Christmas Eve, Day, and Boxing Day) or New Year's (December 31, Jan 1, 2) on a rotational basis each year. Employees may elect, on a list posted by the Employer for the month of October, to defer the use of the three holiday lieu days being assigned during this time, with the understanding that they may not be entitled to the minimum days off. The regular schedule will be suspended from December 20 until January 3 of each year. Requests for shift trades and giveaways will not be unreasonably denied.

21.04 Vacations are not cumulative from year to year and all vacations must be taken before the end of the pay ending June 30<sup>th</sup>, except as may be required by law. Employees shall not waive vacation and draw double pay.

26.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) glass covered bulletin board with lock in such place so as to inform all employees in the bargaining unit of the activities of the Union.

**Letter of Understanding - Date of Hire Seniority**

- The parties agree, that for all non-monetary purposes under the collective agreement, seniority shall be determined by date of hire, within each bargaining unit.
- For greater clarity, date of hire seniority shall be used for all purposes except for movement on the wage grid and vacation entitlement, which shall be by hours worked. This letter does not affect the interpretation or administration of Article 22.12.
- This Letter of Understanding shall amend all articles relating to seniority, with the exception of language that refers to the merging of part-time and full-time seniority lists, where the collective agreement language shall be maintained.

### **Letter of Understanding #8 - Re: Vacation Planner**

The parties had considerable discussion about Letter of Understanding #8 appended to all ten collective agreements in the group of Homes that negotiate centrally with the Union.

The parties agree that they wish to have LOU #8 amended, at least insofar as it applies to Southwood Lakes and Tecumseh, in a way that ensures the confidentiality of employee vacation requests.

### **Letter of Understanding - Re: Christmas Scheduling**

The Employer agrees to meet with the Union Committee to discuss the Christmas scheduling prior to posting the schedule.

### **STARWOOD**

11.00 An employee may accept a supervisory position outside of the bargaining unit for a period of up to one and a half years. During such leave the employee's seniority will be frozen. They will be entitled to return to their former position at the end of the leave. This clause will not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside the bargaining unit. For clarity after a tour outside the bargaining unit an employee must remain in the bargaining unit for at least one (1) year.

### **Article 11.04 (a) & 11.07 (a)**

If there is a dispute regarding the seniority of two or more employees in respect of a job posting, the seniority of each employee will be calculated up to the end of the evening shift the day prior to the day the job is posted.

When an employee transfers from full time to part time, or vice versa, their seniority will be determined on the day of their transfer.

### **Letter of Understanding - Temporary Vacancies**

c) A part-time employee in a long-term temporary full-time position that has lasted one (1) year or more, may, on their anniversary date of one (1) year, give away shifts in the following calendar year following the same guidelines as the full-time collective agreement, Local Agreement 16.01 e) and f).

The parties agree that Article 11.08 means that temporary vacancies will be posted if they exceed six (6) calendar weeks.

### **Letter of Understanding - Hours of Work**

Full time employees may have every second weekend off. Notwithstanding this, the Employer may grant a request of an employee to work consecutive weekends.

Night shift breaks: Staff can take two (2) 30 minute breaks or staff can take their breaks as per collective agreement.

### **Letter of Understanding - Scheduled Part-Time and Unscheduled Part-Time (Casual) Scheduling**

Part-time employees will be scheduled according to their availability and seniority. Unscheduled part time employees (casual) will be offered all left over shifts. \*This will be trialed for 12 months from date of ratification.

### **Letter of Understanding - Fire Testing**

The Employer agrees that employees who do not receive a passing grade on the fire test will not be removed from the schedule as a result of such failure.

### **Letter of Understanding - Not Replacing Modified or Sick Call**

The parties agree to meet in a labour/management meeting within 2 weeks of the signing of this document to discuss prioritizing work assignments in the event the floor(s) is (are) left short.

### **Letter of Understanding - Vacation**

The vacation period will be defined as from July 1 to June 30 of this year. Vacations to be scheduled by seniority.

Currently in place in home - schedules for vacation are indeed created by seniority. Vacation availability will be determined on a unit-by-unit basis, not on a whole home basis.

Employees' seniority will be printed and posted as it stands as of 10:30 p.m. the day before the blank vacation planner is posted. The posting will go up the same time the blank planner is posted.

### **Letter of Understanding - Vacation Planner**

A blank prime summer schedule will be posted according to the Letter in the Agreement. Staff can fill out on master and hand in paper request as well to management.

21.19 Employees with three (3) or more weeks' vacation entitlement due to their service with

the Nursing Home will be entitled to take one of those weeks as single days. These days may be taken individually or in a group of up to four (4) at a time to be agreed between the employee and her supervisor. Requests to take additional vacation time in single days will be at the discretion of the Employer based on the availability of staff. Employees with 4 weeks' vacation entitlement may take up to two weeks as single days. Employees with 6 weeks' vacation entitlement may take up to 3 weeks as single days.

As a general rule, single day requests (or blocks of less than a week) will only be granted during summer (July and August) and spring break after all full week requests have been approved.

### **Letter of Understanding - Paid Holidays - Part-Time**

The parties discussed the possibility that under the strict terms of their collective agreements it is possible that a part-time employee may receive less holiday pay than required by the *Employment Standards Act*. The parties therefore ask that the central negotiators examine this issue with a view to agreeing to language which will address it.

### **Letter of Understanding - Birthday and Anniversary Date**

20.02 Employee Birthday Date Part-Time and Employee Anniversary Date 20.04 Full-Time and Part-Time.

The terms Anniversary and Birthday will be replaced with Float Days to be scheduled in accordance with the Collective Agreement.

The float day replacing the Part-Time Birthday stat will be available to employees in each year after the first year of employment.

### **Letter of Understanding Re: Christmas and New Year Scheduling**

Employees may use any available "give away" shifts during their Christmas block schedule. As with all "give away" shifts, employees are required to find their own replacement.

Employees may also trade part or all of their 3 day block.

Employer will not schedule anyone more than 5 (five) consecutive shifts over the Christmas schedule.

Employees with 25 years of service (date of hire) will have the choice to work whichever block they choose, rather than switch back and forth, as long as there is an ability to staff the home/department. They may also have the choice to have both Christmas and New Year's off if it doesn't compromise servicing the home (ability to staff the home/department).

All employees will be scheduled three (3) days off at either Christmas or New Year's. The scheduling will consist of the following blocks:

Christmas: December 24th, 25th, and 26th

New Year's: December 31st, January 1st, and January 2nd

The following is understood:

Scheduling will follow on a rotational basis. If off Christmas block one year, you will be scheduled to work Christmas the following year.

The regular schedule may be suspended from December 20th to January 3rd.

Requests to have schedules remain the same will not be accepted.

It is understood that in some years this will result in split weekends.

Employees who wish to use additional stat holidays may do so; however, they may not apply these additional stats into the block that they are scheduled to work. Additional stats will be granted based on seniority and availability of staff.

#### **Letter of Understanding - Re: Security Cameras**

It is understood that the cameras were installed for the purpose of resident safety. Staff will be aware the images are reviewed from time to time. Staff will be given full disclosure of a camera monitoring the area. Where there is a question of safety to the staff or conflicting reports, the cameras will only be reviewed upon agreement between the Employer and Union. Requests will not be unreasonably denied.

While discipline may result, the intent of the camera is not for the purpose of disciplining staff.

#### **Letter of Understanding - Re: Dropped Shifts**

The Employer understands this is a high stress profession - difficult on your mind, body and soul; Employees will sometimes need a break from working a full complement of seventy-five (75) hours. The Employer will allow employees to request in writing, their desire to drop from 10 shifts to 9 or 8 shifts, without a doctor's note. This will be revisited every 6 months, at the employee's request. Such request will not be unreasonably denied. It is understood that benefits would be prorated as per proration formula Art. 22.12 of the Collective Agreement.

### **Policy - Give Away Shifts**

Employer agrees to increase “Give Away” shifts from 3 to 6 yearly. It is understood when an employee is giving away shifts, it is the employee’s responsibility to find their own replacement.

### **Letter of Understanding - Re: Agency Staff**

The Employer will limit the use of Agency staff.

### **Letter of Understanding - Doctor’s Note**

Doctor’s note to be paid for when submitted, not added to paycheck. The parties agree that the reimbursement of a doctor’s note is not a taxable benefit according to current legislation.

### **Letter of Understanding - Re: Facility Relocation/Relocation of Beds**

The parties agree it is important to indicate to employees of the Employer who may be affected by the restructuring and relocation of the beds from the Employer to the new build what protections or considerations they can expect.

It is understood and agreed that the following terms shall be defined as follows, where used throughout this Letter of Understanding:

1. “Employees” are defined as employees currently employed by the Employer.
  2. “Existing Long Term Care Beds” are those beds transferred from the old location to the new location.
  3. “New Beds” are those awarded through the Ministry of Health, RFP process.
- In the case where the Employer moves “Existing Long Term Care Beds” to the new build and or these beds are combined with “New Beds”, the following shall apply:

1. The Employer agrees to meet with the Union as far in advance as possible, but no less than one hundred and twenty (120) days of the proposed date of the transfer of beds to commence discussions regarding staff transfers, including the number of staff transferred and the protocols to be followed;
2. The Collective Agreement in place at the time of the bed transfer, shall apply to “Current Employees” who transfer to the new facility(ies) unless it is legally determined otherwise;
3. Every reasonable effort shall be made to accommodate the employees in positions similar to the position held at the time of the bed transfer to the new build subject to any limits that may be sent out in legislation and/or regulation.



While not binding on the parties it is possible that the most expedient manner to determine which employees of the Employer transfer will be to post the available job openings and fill those positions in accordance with the terms of the job posting article in the collective agreement between the parties, Notwithstanding this general proposition the Union agrees the Employer has the right to limit applications to the extent that it would be left with a situation where there were no longer sufficient appropriately qualified staff at Extendicare.

In the event that there are more employees than are required at the employer after the process set out in the paragraph above (or its replacement), the Employer reserves the right to lay off employees in accordance with the terms of its collective agreement with the Union.

## **MAPLEVIEW**

### **(Full-Time and Part-Time only)**

5.03 (d) The Employer further agrees to deduct from all new employee(s) on their first bi-weekly pay, as a condition of employment, an initiation fee in the amount established by Local 1359. Local 1359 shall provide written notice to the Employer of the amount to be deducted as the initiation fee and such amount may be amended through written notice from Local 1359 in the future. These dues and initiation fees shall be remitted forthwith in accordance with the terms set out in writing by the Union to Unifor Local 1359 at the following address: Unifor Local 1359, 6-773 Great Northern Road, Sault Ste. Marie, Ontario P6B 0B7, Attention Secretary-Treasurer or such other address as directed by the Local Union in writing.

## **Article 7**

b) If negotiations are carried on individually for any or all the Nursing Homes in the Extendicare chain in the Province of Ontario, it is agreed that the Union will elect or otherwise select a negotiating committee consisting of up to two (2) employees from the full-time bargaining unit, two (2) employees from the part time bargaining unit, and the Unit Chairperson, for a total of a five (5) committee members.

16.01 (e) Employees may request in writing on a form provided by the Employer to change shifts with one another. It is understood that such requests will be signed by both employees and submitted, when possible at least one (1) full business day in advance, and will not result in the payment of overtime. Such request will not be unreasonably denied.

(f) Full time employees may request one shift giveaway per pay period on a form provided by the Employer. It is understood that the employee will find a replacement for their shift, and will not result in overtime payment. The request

form will be signed by both employees and when possible, the employee will submit the request not more than four (4) weeks before and at least one (1) full business day prior. Such requests will be granted on a first come first serve basis and will not be unreasonably denied. Requests received on the same day will be granted in order of seniority.

- (g) Twice annually, on April 1<sup>st</sup> and October 1<sup>st</sup>, full time employees may request in writing a decrease in the number of scheduled shifts per pay period from ten (10) to nine (9). It is agreed that employees regularly working a nine (9) shift rotation will maintain full time status. Such requests shall not be unreasonably denied.
- (h) Employees who work a regularly reduced work week will be limited to six (6) shift giveaways per calendar year.
- (i) In the event an employee who has been granted a dropped shift for a six (6) month period should go off on a medical leave of absence, will be allowed to return to their posting and will continue with the agreed upon dropped shift within the six (6) month time frame.

20.12 An Employee who works on a statutory holiday may elect to be paid for such holiday at overtime rates plus holiday pay or may elect to be paid overtime rates and take a day off with appropriate holiday pay in lieu. The employee must notify the supervisor two (2) weeks in advance of the statutory holiday as to the method of payment and such day must be scheduled by mutual consent between the employee and supervisor. Each employee shall be allowed to accumulate a maximum of four (4) days off upon ratification and increased to five (5) days effective August 1, 2023 pursuant to the provisions of this paragraph. The employee's lieu days are to be used prior to the end of the calendar year, apart from the week prior to and proceeding a general holiday. This will be subject to operational requirements at the discretion of the supervisor. The Employer agrees that where an employee is entitled to take their lieu day off at a time after the holiday, their holiday pay will be paid in the pay period in which they take the holiday. All outstanding lieu time is to be paid out to the employees on the first pay cycle after December 31st.

### **Article 21 - Vacations - Full-Time and Part-Time Collective Agreement**

Two (2) weeks' vacation in prime time will be granted by seniority. Once all vacation has been granted additional weeks above, but not less than, the agreed to vacation allotment may be granted at the discretion of the Employer. Prime time will be mutually agreed upon by each home's Labour Management Committee.

Vacation in prime time to be granted by seniority two (2) weeks then of available other weeks

may be granted.

When a full-time employee is absent due to vacation, holiday, or day off in lieu holiday, their shift will first be offered to their part-time shadow before using the call-in procedure.

Every employee must be available to work either Christmas or New Year's. In the event that not all employees in a classification are required to work Christmas or New Year's the most senior member in that classification will be offered the opportunity to have both Christmas and New Year's off. It is understood that an employee's regular schedule may be altered during the period of December 15 to January 15. It is understood that such arrangements will not result in overtime payments.

21.13 Where a full-time employee is scheduled to work on any of Christmas Day, Boxing Day and/or New Year's Day, the lieu day with pay will be scheduled on a day that falls during the period from December 20 to January 3, to allow a full time employee to have December 24, 25 and 26<sup>th</sup> off or to have December 30, 31 and January 1 off, unless the employee and the Employer mutually arrange an alternate day off in advance of the schedule being created. It is understood that an employee's regular schedule may be altered during the period of December 15 to January 15. It is understood that such arrangements will not result in overtime payments.

#### **Letter of Understanding Re: Employee Anniversary Date**

The anniversary date will be treated as a Float Day, to be scheduled in accordance with the collective agreement. Article 20.02 will be interpreted to mean that this second Float holiday is available to employees in each year after their first year of employment. In the transition year, an employee can only qualify for either an Anniversary Day or a Float Day.

#### **Letter of Understanding Re: Dropped Shifts**

The parties agree that the following process will be implemented for the term of the new collective agreement. The parties agree to meet and discuss the process at union/management meetings. The following process will only extend beyond the life of the agreement with the mutual consent of the parties.

Dropped shifts will first be offered to full time/part time and casual employees in order of seniority on a rotational basis. The call-in list will be used to determine the order of seniority. Part time employees may add up to a maximum of two (2) dropped shifts per pay period through this process. It is understood that the additional shift(s) and the dropped shifts will end after a period of six (6) months and will end immediately and should the full time position with the dropped shift be re-posted. If the full time employee wants to drop a shift again following the six (6) month period, they will apply again thirty (30) days prior to April 1<sup>st</sup> and October 1<sup>st</sup>.

### **Letter of Understanding Re: Call-In Procedure**

The parties agree to implement the following call-in procedure for a one-year trial basis. If either party is unsatisfied with this call-in procedure at the end of the year it may notify the other party and they will meet to negotiate proposed changes. If the parties are unable to agree either party may refer the issue for final determination by an interest arbitrator to be agreed upon by the parties. If the parties cannot agree upon an arbitrator either party may apply to the Ministry of Labour for appointment of an arbitrator.

Where the Employer covers a vacant shift, the Employer agrees that it will offer any and all available work caused by the replacement of absent employees to regular part time employees within the classification concerned in order of seniority first, on a rotational basis, provided no overtime payments are incurred. If regular part time employees are not available at straight time, on call employees will be called in order of the seniority on a rotational basis.

The parties agree to meet and discuss the utilization of part time and casual employees and the call-in process during the term of this agreement.

### **VAN DAELE**

5.03 (d) The Employer further agrees to deduct from all new employee(s) on their first bi-weekly pay, as a condition of employment, an initiation fee in the amount established by Local 1359. Local 1359 shall provide written notice to the Employer of the amount to be deducted as the initiation fee and such amount may be amended through written notice from Local 1359 in the future. These dues and initiation fees shall be remitted forthwith in accordance with the terms set out in writing by the Union to Unifor Local 1359 at the following address: Unifor Local 1359, 6-773 Great Northern Road, Sault Ste. Marie, Ontario P6B 0B7, Attention Secretary-Treasurer or such other address as directed by the Local Union in writing.

### **Article 11.08 - Temporary Vacancies (Part-Time Collective Agreement)**

c) “A part-time employee in a long-term temporary full-time position that has lasted one (1) year or more, may, on their anniversary date of one (1) year, give away shifts in the following calendar year following the same guidelines as the full-time collective agreement, Local Agreement 16.01 e) and f).”

16.01 (e) Employees may request in writing on a form provided by the Employer to change shifts with one another. It is understood that such requests will be signed by both employees and submitted, when possible at least one (1) full business day in advance, and will not result in the payment of overtime. Such request will not be unreasonably denied.

- (f) Full time employees may request one shift giveaway per pay period on a form provided by the Employer. It is understood that the employee will find a replacement for their shift, and will not result in overtime payment. The request form will be signed by both employees and when possible, the employee will submit the request not more than four (4) weeks before and at least one (1) full business day prior. Such requests will be granted on a first come first serve basis and will not be unreasonably denied. Requests received on the same day will be granted in order of seniority.
- (g) Twice annually, on April 1<sup>st</sup> and October 1<sup>st</sup>, full time employees may request in writing a decrease in the number of scheduled shifts per pay period from ten (10) to nine (9). It is agreed that employees regularly working a nine (9) shift rotation will maintain full time status. Such requests shall not be unreasonably denied.
- (h) Employees who work a regularly reduced work week will be limited to six (6) shift giveaways per calendar year.
- (i) In the event an employee who has been granted a dropped shift for a six (6) month period should go off on a medical leave of absence, they will be allowed to return to their posting and will continue with the agreed upon dropped shift within the six (6) month time frame.

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of six (6) months and will end immediately and should the full time position with the dropped shift be re-posted. If the full time employee wants to drop a shift again following the six (6) month period, they will apply again thirty (30) days prior to April 1<sup>st</sup> and October 1<sup>st</sup>.

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The parties agree to meet and discuss the utilization of part time and casual employees and the call-in process during the term of this agreement.

#### **Letter of Understanding - Re: Pay Cheque Errors**

The parties recognize that there have been a lot of payroll errors in the past few months at Van Daele due to the absence of the office manager. The Employer is taking steps to remedy the problems. The parties may meet to review the issue as needed.

#### **Letter of Understanding - Re: Unfilled Shifts**

The parties agree to meet through the Labour Management Committee during the currency of this renewal collective agreement for the purpose of discussing the issue of unfilled shifts which result in employees working short. The purpose of these meetings will be to review and discuss reasons that may be contributing to unfilled shifts and to discuss constructive measures that may assist in alleviating the frequency of unfilled shifts and the workload impact on these employees working short.

To provide meaningful information to the committee, the Employer agrees to track the number of unfilled shifts over a six (6) month period, commencing August 1, 2016. The Employer will share this data with the Labour Management Committee.

**LETTERS OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.**

**- AND -**

**UNIFOR-CANADA**

**Locals 302, 504, 1359, 2458 and 8300**

**1) RE: VIOLENCE OR ABUSE 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.

**2) RE: CMI RESULTS**

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

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

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

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



3) **RE: STAT HOLIDAYS ON WEEKENDS**

The Employer agrees, where the right does not presently exist, to consider requests for Stat holiday lieu days on weekends. Where there is more than one request made only one will be granted based on the reason for the request and the seniority of the applicants.

4) **RE: ABUSE**

The parties agree that abuse and/or threatening behaviour from residents and family members to staff must be addressed. The Employer supports an environment in which staff are treated with dignity and respect. There will be no backlash or retaliation for lodging a complaint, or participating in an investigation, in good faith. Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse. The parties further agree that the Long Term Care environment contains residents who, through no fault of their own, exhibit behaviours and actions that are unwelcome to staff. The workplace is built around managing these behaviours to the benefit of both the residents and the staff.

It is agreed that when an employee is faced with abuse from a resident it may be necessary for that employee to leave the threatening situation and immediately notify their supervisor, who will assess the situation in a timely manner and give further direction. It is agreed that no employee will be obligated to work one-on-one until a satisfactory resolution has been reached.

In the event that a resident knowingly continues with the harassment following the above procedure, further action will be taken which may include the staff member being given the opportunity to voluntarily transfer, without penalty or loss of income, to a different work area or be assigned a different resident. Where the employee is not satisfied with the intervention, the employee may raise the matter with the Unit Chairperson, or designate. They, in turn, may discuss the matter with the Administrator in an attempt to reach a mutually agreeable resolution.

5) **RE: WORKING SHORT**

**Letter of Understanding - Workload Review**

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

At the time the workload issue occurs, discuss the issue with the Employer to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer who has responsibility for timely resolution of workload issues.

Failing resolution at the time of occurrence of the workload issue, the workload concern(s) will be reduced to writing using the Union's standardized form and addressed at the next scheduled labour/management meeting.

6) **RE: PREP TIME**

The Employer agrees to allow the Union Chairperson a reasonable time in advance of any Step 2 grievance meeting in order that they may prepare for such meeting.

7) **RE: INVESTIGATION OF ALLEGED ABUSE WHERE AN EMPLOYEE IS SENT HOME PENDING INVESTIGATION**

- (a) The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee Person is not present, the Union Committee person will be advised not later than the next business day.
- (b) All investigations will be completed as quickly as possible. When an investigation exceeds 10 days an explanation of the delay will be provided to the Unit Chair or Designate. Where an interview of an employee witness is conducted by the Employer, the employee witness may request a union representative to be present. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse-free environment for all residents.

8) **RE: VACATION PLANNER**

Following is a vacation planner process:

- (a) A blank vacation planner will be posted on or before [March 1<sup>st</sup> agreed to by local negotiations] in each year. Employees are to insert on the planner their preferred vacation choices. The schedule will be taken down on [March 31<sup>st</sup> agreed to by local negotiations] and a final vacation listing will be posted on or before [April 30<sup>th</sup> agreed to by local negotiations]. Vacations will be approved based on the Employer's policies respecting the number of staff that can be absent at any one time and the seniority of the applicants. During this process the most senior applicant will be given their preferred choice. As a general rule, single day requests (or blocks of less than a week) will only be granted during

the prime period referenced above after all full week requests have been approved.

- (b) This process will be used to set out the vacation planner for the months of May, June, July, August and September of each year.
- (c) After the vacation posting is up, all other vacation requests will be responded to on a first come first served basis, considering the Employer's ability to appropriately staff the facility. Except where the vacation request is too far in advance of the time being requested, all requests under this process will be responded to in writing within two weeks of the date of the request.
- (d) All other local policies and practices will apply to the granting of vacation requests.

**9) RE: RETURN TO WORK**

- (a) The employee acknowledges their obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs as may be set out under the *Workplace Safety and Insurance Act*, and the *Human Rights Code*. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.
- (b) Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.
- (c) The Employer agrees that its Early and Safe Return to Work and Labour Market Re-entry programs will include a statement that the Employer will make reasonable effort to provide modified duties.
- (d) Prior to any disabled employee returning to work from a disability including WSIB to any modified/light/alternate work program, 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.
- (e) The parties agree that the requirement to consult in the Return to Work language does not in any way mean that the Union's consent is required for the back to work program for the work force.

**10) RE: 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 21.18 (FT) and 21.09 (PT) Agreements. 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 health care facility, and an outbreak occurs in one of the facilities with the result being the medical officer of health or designate limits the employee to working at one facility only, the Employer will attempt to offer the employee call-in hours, being respectful of the agreed to call-in procedures.

**11) RE: SICK LEAVE**

- (a) In completing the Record of Employment, the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.
- (b) The parties agree that when an employee will be absent from work on a pre-scheduled medical leave, they will receive their Record of Employment (ROE) on their last worked shift, provided the employee provides as much written notice in advance as possible but not less than five (5) working days in advance.

- (c) The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, they shall be issued their ROE five (5) days following their last shift worked.
- (d) It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two week waiting period, shall nonetheless be provided the top-up of benefits from the Employer of EI payments, and the employee shall be entitled, upon the completion of the E.I. sick leave coverage, to access the WI plan immediately for a total of eighteen (18) weeks from the commencement of the WI period.

**12) RE: NON CLOSURE TO AVOID UNION**

The Employer agrees not to close an existing nursing home and open another in an attempt to avoid the union during the life of this collective agreement.

**13) RE: SICK LEAVE - PRESCHEDULED HOURS**

Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours in accordance with the sick leave article. The Employer will preschedule for absences once it has knowledge therefore to the extent that it is able to do so.

**14) RE: PUBLIC OFFICE ELECTION**

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with their duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

**15) RE: ADVANCE OF PENDING ILLNESS CLAIMS**

- (a) In the event that an employee who is unable attend to work as a result of an illness applies for EI and there is a delay in them 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.

**16) RE: PSW/HCA REGISTRY**

Should the government of Ontario impose a PSW/HCA Registry which requires registration from PSW/HCA covered under this agreement the parties will meet to discuss its impact.

**17) RE: LHINS**

In the event of a health services integration with another service provider the Employer agrees to meet to discuss the integration and its effect on the bargaining unit.

**18) RE: WOMEN'S ADVOCATE**

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

**19) RE: WORKING SHORT (NEW)**

**Letter of Understanding - Working Short in Long Term Care**

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 all considered full 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.

**20) RE: RACIAL JUSTIC ADVOCATE**

The parties are committed to promoting workplace diversity and inclusion. The Parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous and workers of colour (BIWOC) and lesbian, gay, bisexual, transgender, queer and/or questioning, intersex, asexual and/or Agender, two-spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

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

**21) RE: SCHEDULING**

The Employer and the Union agree to meet every six months for the purpose of discussing scheduling, scheduling best practices, available shifts, open lines and the ability in schedules to create full-time positions.

**22) RE: NEW HUMAN RESOURCE INFORMATION SYSTEM (HRIS) - TRANSITION TO HRIS**

Extendicare is planning on introducing a new Human Resources Information System during the life of this collective agreement, which will improve efficiencies with employee related processes, such as job application process and vacation/leave of absence requests.

Some articles of the collective agreement may contain administrative details not compatible with the new HRIS system. The parties agree that to support the success of the transition to the new system, minor adjustments will need to be made to how some processes are documented in the Agreement. These administrative changes will not result in any decrease or roll back of negotiated term or condition of the collective agreement.

This transition will involve a move to an electronic system. These changes may include but not limited to, the transition to electronic job postings, application process, vacation requests, accessibility to work schedules, sick and/or vacation balance, and requests for leave of absences.

The Employer agrees to consult the Union regarding any administrative changes resulting from the new HRIS and provide the Union with an opportunity to provide their feedback. Subsequently, the parties agree to review and make amendments to the language in Agreement to align with these future administrative changes.

The Union and employees will be provided with adequate notice and employees will be provided with training to ensure proper use and understanding of the new system.

It is understood, however, that with a transfer from one system to another that it is possible Extencare will experience higher than normal volume of administrative errors. In an effort to have these issues expediently resolved, the Employer will develop a process for these issues to be logged and resolved in a timely manner. The Union may review and provide feedback on the Employer's process.

For administrative errors relating to the implementation of this new HRIS, the parties agree to use the process stated above prior to processing a grievance, unless an employee has been financially disadvantaged.

This letter of understanding shall expire if not expressly renewed.



## LETTER OF UNDERSTANDING

Between:

**EXTENDICARE STARWOOD, KINGSTON, LONDON, PORT STANLEY, VAN DAELE MANOR, MAPLEVIEW, SOUTHWOOD LAKES, WYNDHAM MANOR & TECUMSEH**

**-and-**

**UNIFOR, LOCALS 302, 504, 1359, 2458 & 8300**

### **23) RE: RPN PILOT PROJECT - EXTENDED SHIFT ARRANGEMENTS**

#### **Purpose:**

The parties both share similar philosophy that the LTC homes would benefit from having a full-time, stable workforce and as such, agree to collaborate on a pilot that would allow the affected homes to transition its RPNs from Part-Time and Casual into Full-Time opportunities. The Parties agree to work collaboratively on revised schedules to facilitate a full-time work force that meets the requirements of the residents, employees and the employer.

#### **Affected Homes:**

a) The parties agree that the following homes will participate in this pilot:

- (1) Starwood
- (2) Kingston
- (3) London
- (4) Port Stanley
- (5) Van Daele Manor
- (6) Mapleview
- (7) Southwood Lakes
- (8) Wyndham Manor
- (9) Tecumseh

b) The parties agree that this list may be amended, expanded, or reduced based on information received during the pilot and agree to discuss collaboratively any adjustment to this list, including returning employees to their former position should the pilot discontinue.

#### **1. Transition**

Effective January 2023, or a date mutually agreed upon, the Employer and Union will finalize and communicate a full-time RPN Schedule in accordance with this Memorandum. The

Employer will schedule a date and time for each employee holding an RPN designation, in order of seniority, to attend a position selection meeting. In advance of the selection meeting, the RPN Schedule will be posted in the home for twenty-one (21) days. The schedule will also be provided digitally to each employee at the home holding an RPN designation.

- I. Employees that accept said full-time roles will transition to and enjoy all conditions of UNIFOR's full-time collective agreement. Employees who transition will have their service and seniority recognized in the full-time bargaining unit.
- II. Employees who choose to remain Part-Time/Casual will maintain their current status and be subject to the part-time collective agreement.
- III. Employees may elect to pass on a full-time opportunity if the schedule posted is not conducive to their unique circumstances and we will review as part of learnings from this pilot.
- IV. All future vacancies will be posted as full-time.
- V. The Employer agrees that flexibility for individual employees will be a priority and further agrees that:
  - a) No employee will lose hours of work and no layoffs will result from this process.
  - b) If an employee is unable to accept a line in the new schedule, the home and employee will work collaboratively with their union representative to find suitable accommodations.
  - c) Employees may elect to remain part-time, or job share, but in any case, will maintain their regular hours.

## **2. Schedules**

Effective the date of transition to full-time, the parties agree to meet and determine the Master RPN Schedules that allow for a full-time workforce designed to meet the requirement of four-hour care and provide steady, stable and predictable staffing. The parties agree to the following principles:

- a) The parties will consider multiple scheduling styles, such as, but not limited to:
  - I. Five (5): 8-hour shifts
  - II. Four (4): 10-hour shifts
  - III. Twelve-hour shifts
  - IV. Weekend shifts
  - V. A combination of 8, 10 or 12-hour shifts, as agreed
- b) The existing scheduling language contained in the collective agreement will not apply to individuals who are participating in this pilot initiative except as outlined in this agreement. Article 16.02 (f) may be waived if the parties agree through the

schedule development process.

- c) The newly agreed upon schedule will be limited to this pilot project only for RPNs.
- d) Only employees with an RPN designation will be able to participate in the pilot. Employees with an RPN designation currently employed in the bargaining unit in other classifications will be eligible to participate in the pilot should additional vacancies exist.

### **3. Review Process**

- a. The Union and Extendicare agree to jointly meet with the impacted RPNs after eight (8) weeks of the start of this pilot to review learnings receive feedback from UNIFOR members and agree to discuss implementing this feedback.

### **4. Concern Resolution Process**

- a) Extendicare expects there to be minor disruptions that will not negatively impact membership or violate the collective agreement. It is understood, however, that with this pilot program there may be an increase in issues of concern.
- b) The committee will meet on a bi-weekly basis (if required) and will be comprised of an equal number of union members and/or union representatives and management. The purpose of the committee is to address any issues resulting from the pilot. If a matter remains unresolved for longer than ten (10) business days, either party may initiate the appropriate steps of the grievance process. This committee will be in place effective date of acceptance of this agreement.

### **5. Collective Agreement**

- a. All other terms and conditions of the collective agreement shall apply, and any requirement to conflict with the collective agreement during this pilot will require written agreement by both parties.

### **6. Notice to Terminate Pilot Project and Agreement**

- a) If either party has an intention to terminate this pilot initiative, they shall provide the other party five (5) days' notice to meet to discuss the intention to terminate.
- b) If the parties are unsuccessful in agreeing to any form of extension, the party wishing to terminate the pilot initiative will provide sixty (60) days' notice in writing to terminate the pilot project.

## **7. Extended Shifts/Hybrid Schedule Terms and Conditions**

The parties agree that each home's extended shifts/hybrid schedule (Appendix "X") will be developed through mutual agreement through a central process with representatives from each participating home and implemented under the following terms and conditions. In all other respects the collective agreement shall apply.

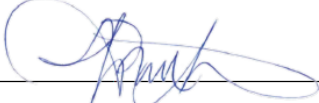
- a) Schedules will be agreed to in advance by the parties at the local level prior to implementation. Said schedules will form part of this agreement in Appendix "X."
- b) The company will provide a copy of the schedule to all RPNs to allow each RPN to choose a shift based on their seniority, as per Section 1 - Transition.
- c) Where employees work an extended shift, the provisions set out in this letter of understanding governing the regular hours of work shall be adjusted accordingly.
- d) Overtime premium as set out in Article 17 shall be paid for all hours worked in excess of eleven and one quarter (11.25) hours on a scheduled twelve (12) hour shift or seventy-five (75) hours bi-weekly.
- e) Overtime premium as set out in Article 17 shall be paid for all hours worked in excess of nine and one half (9.5) hours on a scheduled ten (10) hour shift or seventy-five (75) hours bi-weekly.
- f) The normal daily twelve (12) hour shift shall be eleven and one quarter (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime.
- g) The normal daily ten (10) hour shift shall be nine and one half (9.5) consecutive hours in any twenty-four (24) hour period, exclusive of a total of thirty (30) minutes of unpaid mealtime.
- h) Staff will be afforded 1 x 30-minute and 1 x 15-minute paid breaks and 1 x 45-minute unpaid lunch break during a 12-hour shift.
- i) Staff will be afforded 3 x 15-minute paid breaks and 1 x 30-minute unpaid lunch break during a 10-hour shift.
- j) Payment for each day of bereavement leave is based on eleven and one quarter (11.25) hours for employees working a daily twelve (12) hour shift, and nine and one half (9.5) hours for employees working a daily ten (10) hour shift.
- k) Payment for holidays for full-time employees is based on pay out of the equivalent

of their regularly scheduled shift.

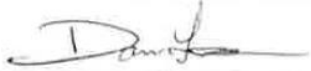
8. After the completion of this pilot, the Company and the Union will meet to discuss and determine next steps for implementing in the remainder of the bargaining unit.

DATED this 14 day of June, 2023.

**ON BEHALF OF THE EMPLOYER**

  
\_\_\_\_\_  
*Nour Al-Khyaat*  
\_\_\_\_\_  
\_\_\_\_\_

**ON BEHALF OF THE UNION**

  
\_\_\_\_\_  
*Michelle Fred*  
\_\_\_\_\_  
*Zohabunnur*  
*Nurkhan*  
\_\_\_\_\_  
*Shelley Smith*  
*A. Brown*  
\_\_\_\_\_

:jh/cope343

**WORKLOAD REVIEW FORM**

**WORKLOAD REVIEW  
FORM**



Unifor represented staff members are to complete all sections and forward copies to the Unit Chairperson as soon as possible.

Name (print) & Classification:

Signature:

Occurrence Date:                      Time:

Workplace:                              Unit:

Brief Description of Workload Concern:

Recommendation to Resolve:

Name/Title of Unifor Representative Notified:

Date/Time of Notification:

A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.