

# **COLLECTIVE AGREEMENT**

Between:

**HERON TERRACE  
LONG TERM CARE COMMUNITY**

– and –



**UNIFOR**  
theUnion | lesyndicat

**AND ITS LOCAL 2458**

***EFFECTIVE: November 1, 2021 to and including October 31, 2024***

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## **ARTICLE 1 – PURPOSE**

1:01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Home.

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

2:01 Unifor as the bargaining agent of all employees of S & R Nursing Homes Ltd., c.o.b. Heron Terrace Long Term Care Community, in the City of Windsor, in the County of Essex, save and except supervisors, persons above the rank of supervisor, office and clerical and R.N.'s.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

3:01 The Union recognizes except as modified by the terms of this Agreement, the right of the Employer to:

- (a) Determine and establish standards and procedures for the care and welfare, safety and comfort of the residents in the Nursing Home and to plan, direct and control the work of the employees;
- (b) Maintain order, discipline and in connection therewith to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of the Agreement. The Employer will notify the Union Committee of any alterations of the present rules or regulations or of new regulations prior to their implementation;
- (c) Determine after consultation with the Union Committee the number of employees required and the duties to be performed by each employee;
- (d) Hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory hiring, transfer, layoff, recall, promotion, demotion, classification, assignment of duties or a claim that an employee has been discharged, suspended or disciplined without a just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee is at the sole discretion of the Employer and not subject to the grievance or arbitration procedure. However, the Union reserves the right to grieve and arbitrate

the discharge of a probationary employee, if the discharge is discriminatory or arbitrary.

<b>ARTICLE 4 – UNION SECURITY INCLUDING WORK OF THE BARGAINING UNIT AND CONTRACTING OUT</b>
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- 4:01 All employees covered by this Agreement shall have Union dues deducted monthly as a condition of employment.
- 4:02 All present employees who are members of the Union covered by this Agreement shall remain members in good standing for the duration of their employment as a condition of their employment.
- 4:03 All new employees covered by this Agreement who voluntarily become members of the union after three weeks of employment shall remain members in good standing for the duration of their employment as a condition of their employment.
- 4:04 The Employer agrees that it will deduct union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in accordance with the provisions of the Constitution of Unifor in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union to the Unifor at the following address:

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

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

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

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement except for any claim or liability arising out of an error committed by the Employer.

4:05 **Information to the Union**

The Employer will provide to the Union Chairperson on a monthly basis a listing of the names, addresses and classifications of all new hires, the names of

employees who have terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer, and Weekly Indemnity.

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

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

4:06 **Work of the Bargaining Unit**

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 layoff or reduction in hours of work of an employee in the bargaining unit.

4:07 The Employer will provide the Union with a list of the names of its Supervisors.

4:08 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined and where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine pronoun, and vice-versa, where the context so requires.

4:09 **Casual**

Casual employees are those who are assigned to work on an intermittent and/or unpredictable basis who may be pre-scheduled on an infrequent basis to cover vacation and holiday time off for full time employees. They will receive all legally mandated benefits (such as WSIB). They are ineligible for all other benefit programs. Additionally, to maintain proficiency, casual employees are expected to accept at least two (2) call-in shifts per month, based on organizational need, if shifts are available. Casuals are to provide availability on at least a monthly basis for pre-scheduling.

If a casual is the successful applicant on a job posting or becomes a full or part time employee, no further probationary period other than the probationary period served in Article 11.01 (a) at the time of being hired as a casual will need to be served. Seniority will accumulate for time worked as a casual.

### **New Employee Orientation**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The employee will be introduced to the Union Chairperson or designate by a representative of the Employer.

It is mutually agreed that arrangements will be made for a Union representative to interview each newly hired employee once during the first thirty (30) days of her employment for the purpose of informing such employee of the existence of the Union in the facility.

The Employer shall advise the Union monthly as to the names of the persons to be interviewed. The interview will not exceed fifteen (15) minutes.

#### **4:10 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.

- 4:11 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out a layoff of any employees other than casual Part Time employees results from such contracting out. Contracting to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

## **ARTICLE 5 – NO DISCRIMINATION**

#### **5:01 No Discrimination/Harassment**

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

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

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

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

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

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

6:01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock outs during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Labour Relations Act, 1995, as amended from time to time.

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

7:01 The Union shall elect or otherwise select up to six (6) members of the bargaining unit, who shall function as the Union Committee. One of the representatives so selected or elected will be the Union Chairperson. The Union shall furnish the Employer from time to time with an update on the current Union Committee representatives.

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

The Union Chairperson and two other Committee Persons will meet with the Employer on a regular basis as is mutually agreed upon to discuss and resolve any grievances and other matters that either party may raise. Such meetings will occur on the Employer's premises and during the day shift during regularly



scheduled working hours. Either party may request a meeting which shall be held within five (5) calendar days of the request.

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

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

7:02 The Union recognizes that members of the Union Committee and Stewards have regular duties to perform on behalf of the Employer and such persons will not leave their duties without first obtaining permission from their immediate Supervisor. Such permission will not be unreasonably withheld and on completion of such Union Business such persons shall report back to that Supervisor.

7:03 Members of the Negotiating Committee composed of up to four (4) members of the Union Committee, one of whom shall be the Union Chairperson, shall receive their pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Employer, including meetings called by a Conciliation Officer appointed by the Ministry of Labour.

The Union Chairperson and one other member of the Union Committee shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity cover meetings with a Grievance Settlement Officer appointed under the Labour Relations Act, with representatives of the Employer, whether on or outside the Employer's premises, for which permission has been granted.

Committee members scheduled to work on the afternoon or night shift will have their schedule amended to be treated as the day shift worked for all such negotiation dates.

7:04 The Employer shall make available to the Union job descriptions of all positions in the bargaining unit on request.

7:05 Copies of all rules and regulations adopted by the Employer which affect the members of the Union are to be forwarded to the Union Chairperson prior to posting on all Bulletin Boards.

7:06 **Alternative Day Off**

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

<b>ARTICLE 8 – GRIEVANCE PROCEDURE</b>
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8:01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below:

8:02 **Complaint**

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

**Step 1**

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

**Step 2**

If the response is not satisfactory to the Union, the parties shall arrange a meeting within five (5) calendar days of receipt of the Employer's response to discuss the grievance. The meeting shall be attended by the Union Chairperson and one other Committee Member and representatives of the Employer. The Employer's response shall be made in writing to the Local Union Office with a copy to the Union Chairperson within five (5) calendar days of the meeting. If the Union is not satisfied with the response it may refer the grievance to arbitration as provided below within ten (10) calendar days of the receipt of the Employer's response.

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

8:03 **Group and Policy Grievances**

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

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

8:04 **Discharge Grievance**

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

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

8:05 **Benefit Grievance Resolution**

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

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

- (e) The arbitrator may in their discretion attempt to assist the parties in settling the dispute.
  - (f) The arbitrators for this process shall be agreed to by the Central Parties – Wesley Rayner.
  - (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
  - (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
  - (i) It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
  - (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or a right of judicial review is to avoid the cost and expense associated with the exercise of these rights.
  - (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- 8:06 (l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties the grievance shall be transferred to the ordinary grievance/arbitration process.

8:07 Time limits fixed in the grievance procedure and arbitration procedure may be extended only by mutual consent of the parties.

8:08 **Right to have a Steward/Union Committee Person Present**

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

8:09 **Clearing of the Record**

Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once twelve (12) months have elapsed since the date of the last formal disciplinary action on the file.

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

Such records will not be removed where the disciplinary action arises from an interaction with residents or family members, until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time periods related to the discipline of resident abuse only.

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

8:10 **Mediation**

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

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

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

The parties shall agree on a mediator.

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

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

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

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

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

## **ARTICLE 9 – ARBITRATION**

9:01 The parties shall use a single arbitrator to decide unresolved grievances between them selected from the list below:

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

The parties may add to the list by mutual agreement.

9:02 The cost of the arbitrator shall be shared equally by the Employer and the Union.

9:03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.

9:04 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.

9:05 Time limits fixed in the Arbitration Procedure may be extended only by mutual consent of the parties.

## **ARTICLE 10 – HEALTH AND SAFETY**

10:01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.

10:02 A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, and an equal number of Employer Representatives. Unifor will be entitled to one representative for every fifty bargaining unit members in the facility, with a minimum of two (2) representatives.

10:03 At no time shall the number of Company members be allowed to outnumber the amount of union members.

10:04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.

10:05 The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the committee may determine.

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

- (i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment.
- (ii) Make recommendations for the improvement of the health and safety of workers.
- (iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
- (iv) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.

- (v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
- (vi) Unifor representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.

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

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

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

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

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

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

10:13 **National Day of Mourning**

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



(b) December 6<sup>th</sup> - Take back the night one minute of silence. (Montreal Massacre).

**10:14 Protective Clothing and Equipment**

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

**10:15 Lockout and Machine Guarding**

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

**10:16 Employment of Disabled Workers**

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

**10:17 Injured Workers Provisions**

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

**10:18 Medical Office of Health**

- (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) In an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete the course of treatment initiated by the Employer any subsequent course

of treatment required as a result of the same situation shall be undertaken at the employee's expense.

- (c) An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave or vacation if the credits are available. If the employee has no sick time she may use vacation entitlement subject to the following paragraph.
- (d) Accrued sick time must be used prior to using vacation entitlement. In the event that an employee uses vacation, such vacation will be granted in increments of one (1) day. These single vacation days will not be considered as single days. The employee shall be required to contact the Administrator of the facility, or her designate, on a daily basis to confirm that vacation will be granted for that day. Employees on vacation must be available to work each day if required by the Employer.
- (e) Where it is permitted by the Medical Officer of Health, or designate, and where it is otherwise possible, and employee who cannot work due to not taking the recommended course of treatment may be reassigned to work in another area of the home until the outbreak is declared over.
- (f) In the case of employees who work at more than one health care facility, and an outbreak occurs in one of the facilities with the result being the medical officer of health or designate limits the employee to working at one facility only, the Employer will attempt to offer the employee call-in hours, being respectful of the agreed to call-in procedures.

**10:19 Serious and Infectious Disease**

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

**10:20** The parties agree that a psychologically healthy work environment is a desirable objective for both the Home and its employees.

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

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

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

11:01 (a) A newly hired employees will be considered on probation until after they have completed four hundred and fifty (450) hours or twelve (12) months, whichever comes first. Hours must be worked in order to pass probation. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list (Full Time or Part Time) with seniority accumulating from the date they were last hired by the Employer. Seniority shall accumulate and be indicated in the classification in which the employee is employed.

(b) If more than one employee commenced employment on the same starting date and if any dispute arises concerning seniority, the employee with the higher number of hours worked will have the higher seniority.

11:02 Both parties recognize the principle of promotion within the service of the Employer and the job opportunity should increase in proportion to length of seniority. Therefore, in making staff changes, transfers, or promotion, appointment shall be made of the applicant with the greatest seniority having the necessary qualifications and ability to perform the work required.

11:03 Seniority lists containing the names of all employees and their respective dates of hiring will be posted on the Union Bulletin Board and will be revised every six (6) months (January 1<sup>st</sup> and July 1<sup>st</sup> of each year). It is agreed that the Chairperson will be advised as soon as an employee commences employment as to their classification and hiring date. If there are no written complaints concerning the seniority list in the first sixty (60) days following its posting, the list shall be deemed to be accurate. Complaints raised after the sixty (60) day period will be addressed effective the date they are raised, and the Employer shall have no liability for decisions and actions taken based on the posted seniority list.

11:04 The Employer will supply the Union Chairperson with sufficient copies of the Seniority List as well as forwarding a copy to the Local Union Office.

11:05 (a) Part Time employees who become Full Time employees without interruption of continuous service, shall receive seniority credit for their continuous Part Time service based on their date of hire. Full Time

employees who transfer to Part Time employment will also carry their seniority credit with them based on date of hire.

- (b) A Part Time employee will be given a seniority date on the full time employee's seniority list which will reflect her Full Time seniority determined by her date of hire. A full time employee will be given a seniority date on the Part Time employee's seniority list which will reflect her Part Time seniority determined by her date of hire.
- (c) For the progression of wages, the following formula will apply if an employee transfers from Part Time to Full Time or vice-versa. 1800 hours worked 1 year.

#### 11:06 **Effect of Absence**

Where they are used in the Collective Agreement, the term service shall be deemed to refer to the length of employment subject to the following conditions:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, service will accrue.
- (b) During an unpaid absence exceeding thirty (30) 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 for the period that exceeds thirty (30) days. In addition, the employee will become responsible for Full payment of subsidized employee benefits in which she is participating for the period of the absence.

An employee on pregnancy/parental leave continues to be responsible only for the payment of her share of the premiums for employee benefits in which she is participating for the period of the approved leave.

- (c) Where an employee is laid off for not more than thirty (30) continuous days, such layoff shall be treated for purposes of this section as an unpaid leave of absence and Full coverage for all employee benefit plans will continue for the period not exceeding thirty (30) days.
- (d) The employer will continue their share of benefits premiums for employees on WSIB for a period of twenty-four (24) months, provided employees continue to pay their share of the benefits, where applicable.
- (e) Employees who have been away from the workplace for a period of twelve (12) continuous months or more may request orientation shifts from the

Employer upon return to work. Such requests will not be unreasonably denied.

**11:07 Loss of Seniority**

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

- (a) Voluntarily resigns, retires, or is discharged for just cause and is not subsequently reinstated through the grievance procedure; or
- (b) Is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) Is absent from work without a reasonable explanation for three (3) or more consecutive days for which she is scheduled to work; or
- (d) Is absent from work more than thirty-six (36) months by reason of layoff; or
- (e) Is absent from work for more than twenty-four (24) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (f) Fails upon being notified of a recall to a position of the same employment status held prior to the layoff to signify her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, address to the last address on record with the Employer and fails to return to work within ten (10) working days after being notified, unless satisfactory reason is given; or
- (g) Employees who are on a leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer. An employee uses a leave of absence for other than it was intended.
- (h) Casual employees will lose their seniority for any of the following reasons, unless the employee can provide reasonable explanation;

- (a) Continuous non-employment of three (3) months if required to work;
- (b) Failure to meet any of the following requirements:
  - i) Casual employees shall be required to be available one of the following: Christmas Eve and Christmas Day or New Year's Eve and New Year's Day.
  - ii) Casual employees must be available for a minimum of four (4) shifts per month and two (2) of those shifts must be weekends.

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

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

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

An employee may accept a supervisory position outside of the bargaining unit for a period of up to six (6) months. 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 of the bargaining unit.

## **ARTICLE 12 – LAYOFF AND RECALL**

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

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

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

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

**12:03 Long Term Layoffs**

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

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

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

**12:05 Layoff Procedure**

- (a) In the event of layoff seniority lists will be merged.
- (b) The Employer will determine the shift(s) and classification(s) in which the layoffs will occur. An employee who is subject to layoff shall have the right to either:
  - i) accept the layoff; or
  - ii) displace an employee who has less bargaining unit seniority provided she has the qualifications and can perform the duties in question without training other than orientation.
  - iii) An employee who is displaced as a result of the operation of (ii) may accept the layoff or displace a less senior employee provided she has the qualifications and can perform the duties in question without training other than orientation. Such employee so displaced shall be laid off.

- iv) The decision of the employee to choose (i) or (ii) above shall be made in writing to the Administrator within three (3) business days following notification of layoff or advice that the employee is to be bumped. Employees failing to do so will be deemed to have accepted the layoff.

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

12:07 **Recall Rights**

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the qualifications and can perform the duties in question without training other than orientation.
- (b) Employees on layoff have the right of recall to their former position, and this supersedes the posting provisions of the Collective Agreement.
- (c) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within thirty-six (36) months of the date of her layoff.
- (d) No new permanent employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified unless a satisfactory reason is given. The employee is solely responsible for her proper address being on record with the Employer.
- (f) Employees on layoff, or notice of layoff, have a right to consideration for temporary vacancies expected to exceed fourteen (14) days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.



- (g) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months. Employees on recall are responsible for the maintenance of any skills and/or license to practice required for them to return to work.
- (h) In cases of a layoff and recall seniority shall apply provided the employees concerned can perform the normal requirements of the job.
- (i) Recall shall be in reverse order to layoff and all employees on layoff must be given the opportunity of recall before any additional new help is hired.

**12:08 Benefits on Layoff**

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

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

<b>ARTICLE 13 – JOB POSTING</b>
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13:01 It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring, or any new jobs created, shall be posted on the bulletin board for a period of seven (7) calendar days, unless the Employer has notified the Union in writing that it intends to postpone or not fill the vacancy. Such notices will be posted promptly within two (2) weeks of the vacancy.

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

13:02 Active Employees shall have the right to bid during such seven (7) day period on any posted vacancy. Posted vacancies shall be filled from the applications received on the basis of seniority, provided the senior employee possesses the necessary qualifications and the immediate ability to perform the work required.

13:03 In the event the successful applicant, within thirty (30) calendar days worked after commencing work in the posted position, or such longer period as may be mutually agreed upon in writing, proves unsatisfactory or requests a return to their former position, they shall be returned to their former position without loss

of seniority. Any employee affected by the return of a successful candidate to their former position shall in turn be returned to their former position forthwith. Employees who wish to return to their former position during a trial period, must set out their request in writing to the Employer. Similarly, where the Employer determines that it intends to return an employee to her former position during her trial period, the employee will receive notice in writing. Employees will be returned to their former position five (5) calendar days following receipt of the written notice above unless mutually agreed otherwise.

13:04 If no applications to fill a posted vacancy are received from employees, then the Employer will fill the vacancy or new job created in any manner it sees fit. The Employer agrees to post on the Union bulletin boards the outcome of all job postings.

13:05 Where an employee has successfully bid for a job posting involving intradepartmental transfer, no further bids for intradepartmental transfer will be considered for a further twelve (12) month period, unless the posting involved would result in a change in the employee's status (FT to PT or vice-versa).

It is understood that a successful applicant for an intradepartmental transfer cannot bid back on a vacancy resulting from the original job posting.

13:06 Where the Employer creates a temporary position not resulting from a leave of absence of greater than three months duration, the position will be posted and have a maximum duration of one (1) year unless otherwise mutually agreed by the Employer and the Union.

13:07 Where a full time employee or a part time employee is absent from work on an approved leave of absence which is expected to exceed nine (9) weeks (which includes pregnancy/parental leave and Workers' Safety and Insurance coverage) and the Employer determines to fill the position, the Employer shall post the temporary vacancy. In the event a part-time employee is the successful applicant, and where the term is expected to be no less than twelve (12) months, such employee shall be entitled to holidays and a lieu day off with pay in accordance with Article 16. After being in the position for thirty (30) days, such lieu day off with pay must be taken prior to the expiration of the temporary position or will be paid out. Employees may bid on the temporary position based on seniority.

The successful applicant shall retain their benefits for the period of this position.

The temporary position shall not exceed a period of one (1) year unless otherwise agreed between the Employer and the Union. When the term is completed the temporary employee shall be returned to their original position.

The Employer shall post the temporary vacancy and one subsequent vacancy arising.

13:08 When an employee transfers via the job posting procedure from one classification to another where the wage rate is the same, she shall be placed on the step of the wage grid in the new classification equal to her own.

When an employee transfers via the job posting procedure from one classification to another where the wage rate in the new classification is greater than that in the former classification, she shall be paid at the wage that provides her with an increase.

When an employee transfers via the job posting procedure to a lower paying classification she shall be placed on the step of the grid consistent with her current step (i.e. 1 year to 1 year).

13:09 Notwithstanding any other provisions in the Collective Agreement, temporary vacancies shall not exceed two (2) years, without the agreement of the employer and the union. If a temporary vacancy is still required after two (2) years, the employer shall post the vacancy as a permanent vacancy, with the understanding if the employee on leave from the position returns, the employee will be returned to his/her former position. All other employees impacted will also be returned to his/her former position.

## **ARTICLE 14 – LEAVES OF ABSENCE**

### **14:01 Personal Leave**

Leave of absence for personal reasons may be granted by the Employer, provided that it does not disrupt the efficiency and service of the Home. Request for such leave must be made in writing at least one month prior to the commencement of the leave, and must state the date of leaving and the date of return. An employee who is granted a personal leave before she has completed her probationary period shall have her probationary period extended by the length of the leave. The maximum duration for a personal leave is sixty (60) calendar days, except in extenuating circumstances.

When making a request Employees must indicate a reason for the leave.

In case of compassionate leave for emergency as much notice as possible is requested.

**14:02 Bereavement Leave**

- (a) Upon the death of an employee's spouse (including same sex spouse), child or step child, an employee shall be granted leave up to a maximum of five (5) days without loss of pay for regularly scheduled days missed. One of the days shall be the day following the day of the funeral or equivalent service.
- (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, grandparent-in-law, 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 for regularly scheduled days missed. One of the days shall be the day of the funeral or equivalent service.
- (c) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or sick leave.
- (d) Where bereavement occurs during an employee's vacation, such vacation days shall be replaced with the entitlement set out above and shall be paid as bereavement days. The vacation days so replaced shall be rescheduled at a later time.
- (e) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- (f) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service of his or her aunt or uncle. In the event of the death of an Aunt, Uncle, Niece or Nephew, the Employer will grant a leave of absence without loss of pay for a period of one (1) day to attend the funeral or equivalent service.
- (g) An employee can apply to use one (1) paid bereavement day to which she would otherwise be entitled in accordance with this clause for use at a later date to attend an internment or equivalent service.

**14:03 Pregnancy/Parental Leave**

**Preamble**

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

(a) **Pregnancy Leave**

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

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

(b) Pregnancy leave shall be granted as a right.

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

Additional leave of absence may be taken under Article 14:03 Parental Leave.

(d) **EI Benefits**

Notwithstanding Article 14:03 (b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental employment insurance benefit.

Effective June 30<sup>th</sup>, 2010, and upon confirmation of the SUB Plan by the Employment Insurance Commission an employee on maternity leave who is in receipt of employment insurance maternity leave benefits shall be paid a supplemental employment insurance benefit.

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

#### **Vested Interest**

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

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

#### **Other Income**

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

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

- (e) An employee who does not apply for leave of absence under Article 14:03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 14:03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (f) During the period of leave, the Employer shall continue to pay the Employer's portion of the hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- (g) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If an employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

- (h) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of (g).
- (i) 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.
- (j) 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.
- (k) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under (l) Parental Leave of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.
- (l) **Parental Leave**
  - (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
  - (ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
  - (iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within 52 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration and shall, in all cases, be completed sixty-one (61) weeks after it began.

- (iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks after it began, if the employee also took pregnancy leave, or sixty-three (63) weeks otherwise, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- (v) For the purposes of parental leave under (l) Parental Leave, the provisions under (a), (f), (g), (h), (i), (j), and (k) shall also apply.
- (vi) Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

#### 14:04 Union Leave

Upon notification of fourteen (14) days to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for receipt of such pay and benefits.

An employee may apply to the Employer for a long-term leave of absence without pay but without loss of seniority if they are elected or appointed to a full time position with the Local or the National Union. Such leave shall be for a period of three (3) year and may be renewed for a further period as may be agreed between the parties. During such leave the Union shall be responsible for providing WSIB coverage. The Employer may fill the resulting vacancy as a Temporary appointment for the Full duration of the leave.

#### Union Representation

Upon receipt of written notice from the Union as far in advance as possible, the Employer will grant a leave of absence without loss of seniority or service to attend Union conventions, conferences or to attend to Union business to a maximum of forty (40) working days in any one (1) calendar year within each bargaining unit at each work site. The forty (40) working day limit shall not include PEL absences or absences to attend other Union educational programs, which shall be limited to a total of forty (40) working days. The limit does not apply to the Union Chairperson.



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

#### **NHRIPP**

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

#### **14:05 Education Leave**

- (a) Where employees, who have passed their probationary period, are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the Full costs associated with the courses. If required by the Employer, an employee shall be entitled to leave of absence with pay, and without loss of seniority and benefits, to write examinations to upgrade his or her employment qualifications.
- (b) Employees who attend 90% or more of in-services will be given preference to attend paid seminars. In-service attendance will be reviewed quarterly and interested staff may make suggestions for seminars. Supervisors will also recommend appropriate seminars.
- (c) Educational Assistance will be provided in accordance with S&R policy. Policy information will be available in the Administrators office.

#### **Mandatory Education and In-Services**

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

#### **14:06 Education Fund**

The Employer agrees to pay into a special dues fund the amount of five hundred dollars (\$500.00) annually. Such monies will be paid into a fund established by the Canadian Auto Workers and shall be utilized by the Union at its discretion and sent by the Company to the following address: Unifor Paid Education Leave Program, Unifor Family Education Centre, RR #1, Unifor Road 25, Port Elgin, Ontario N0H 2C3. A copy of such payment will be sent to Unifor Local 2458.

**14:07 Jury and Witness Leave**

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

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

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

**14:08 Family Leave**

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

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

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

**14:09 Military Leave**

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

## ARTICLE 15 – VACATIONS

15:01 Employees covered by this Collective Agreement shall earn the following vacation:

- (a) With one (1) year or more and less than three (3) years of continuous service as of January 1<sup>st</sup> of each year shall be entitled to two (2) weeks' vacation. Pay for such employees will accumulate at 4% of gross earnings.
- (b) With three (3) years or more and less than eight (8) years of continuous service as of January 1<sup>st</sup> of each year shall be entitled to three (3) weeks' vacation. Pay for such employees will accumulate at 6% of gross earnings.
- (c) With eight (8) years or more and less than fifteen (15) years of continuous service as of January 1<sup>st</sup> of each year shall be entitled to four (4) weeks' vacation. Pay for such employees will accumulate at 8% of gross earnings.
- (d) With fifteen years or more and less than twenty-two (22) years of continuous service as of January 1<sup>st</sup> of each year, shall be entitled to five (5) weeks' vacation. Pay for such employees will accumulate at ten percent (10%) of gross earnings.
- (e) Effective in the 2016 vacation year, with twenty-two (22) years or more and less than twenty-seven (27) years of continuous service as of January 1 of each year shall be entitled to six (6) weeks' vacation. Pay for such employees will accumulate at 12% of gross earnings.
- (f) Effective in the 2016 vacation year, with twenty-seven (27) years or more of continuous service as of January 1 of each year shall be entitled to seven (7) weeks' vacation. Pay for such employees will accumulate at 14% of gross earnings.

15:02 All vacation must be taken between January 5<sup>th</sup> and December 20<sup>th</sup> in each year.

Full time/Part time employees will have their vacation pay entitlement paid on the pay period of the scheduled vacation.

Part time employees will have their vacation pay balance paid out on the last pay period for June.

Employees must take at least the required Employment Standards Act required time off as vacation in each year. If a full time employee has not

taken or scheduled the required amount of vacation by September 1<sup>st</sup> in each year, the employer will request that the employee submit a request for vacation. Should the employee not request vacation time prior to October 1<sup>st</sup>, the employee will schedule such time off. Where it is not possible to schedule the employee on vacation, vacation pay owing to full time employees will be paid out in the last pay period of December.

- 15:03 (i) A vacation planner will be posted on or before March 1<sup>st</sup> in each year and will remain posted for a period of one (1) month. The approved vacation schedule shall be posted by April 30<sup>th</sup>.
- (ii) During that period employees may submit vacation requests for the balance of the calendar year.
- (iii) Requests will be assigned in accordance with the employer's rules and requirement. Where there is a conflict the most senior employee's request will be granted.
- (iv) Vacation requests made after April 1<sup>st</sup> or for requested time prior to April 30<sup>th</sup> shall be considered on a first come first serve basis. Requests shall be made no less than ninety-six (96) hours (five (5) business days) in advance. The Employer will respond to such requests within seventy-two (72) hours (3 business days) of the date of receiving the request. Requests with less notice will be considered as exceptions and will still be considered and no request will be unreasonably denied.
- (v) A business day is defined as 8:30 to 16:30 Monday to Friday excluding holidays.

15:04 Employees who have been absent without pay for any reason shall receive a pro-rata deduction in their vacation pay entitlement.

15:05 An employee who leaves the employ of the Employer for whatever reason shall be paid all outstanding vacation owing at the time of termination.

15:06 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.

15:07 Where an employee is on sick leave immediately prior to the commencement of her scheduled vacation leave and continues to be sick after the scheduled start of the vacation, the whole period of illness shall be considered sick leave provided the employee furnishes satisfactory documentation of illness. In such circumstances, the employee's vacation shall be rescheduled after all other "first" vacation periods have been granted in accordance with 15:03.

15:08 Gross earnings shall include regular earnings, overtime, paid holidays, paid sick leave, shift premium and any monies received directly from the employer as a supplemental unemployment insurance benefit.

15:09 (a) Employees shall be able to schedule up to one (1) week of their vacation in individual days, prorated for those who are regularly scheduled less than five (5) days per week.

(b) Full time employees who qualify for five (5) weeks or more of vacation may utilize one (1) additional week of vacation in single days (two (2) weeks total as per Article 15:09 (a) above). These additional single days must be requested in advance of the posting of the schedule and it is understood that full week of vacation will be approved prior to any additional single days.

## **ARTICLE 16 – PAID HOLIDAYS**

16:01 Employees will be credited with pay computed at straight time for each of the following holidays:

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

The Employer shall recognize the aforementioned as paid holidays and the employee will be credited with pay based on the prorating formula set out in the *Employment Standards Act*.

16:02 (a) In order to qualify for holiday pay, an employee must work the scheduled shift immediately preceding and the scheduled shift immediately following the paid holiday, unless excused because of illness or for other reasonable excuse. Employees absent on unpaid sick leave or approved leave of absence without pay shall be entitled to be paid only for those holidays which fall in the first thirty (30) days of such absence.

16:03 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless excused because of illness or for other reasonable excuse. Employees are required to provide the Employer with documentation to support the absence on a holiday in order to be eligible for the holiday pay. This documentation, which may include a sick leave certificate, must be provided to the Employer on the employee's first shift back to work after the absence.

16:04 Employees required to work on a paid holiday shall receive:

Pay at the rate of time and one-half (1-1/2) the employee's regular rate of pay for work performed on such holiday.

In addition, full time employees working on such holiday will receive:

- (a) Holiday pay in accordance with Article 16:01; or
- (b) Pay at the rate of time and one-half (1-1/2) the employee's regular rate of pay for work performed on such holiday and, a lieu day off with pay in accordance with Article 16:01. Such lieu day off to be taken one hundred and twenty (120) days after the holiday.

In addition, part time employees working on such holiday will receive holiday pay in accordance with Article 16:04 (a).

16:05 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the Full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holiday where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the Full period of the shift and no premium shall be paid for any hours worked on such shift.

16:06 Employees will receive three (3) days off at either Christmas or New Year's Day. This time will include at least the day before or the day after the Holiday. In scheduling time off, the Employer will consider the wishes of the employees in order of seniority. If an employee wishes to work over both holidays, they may elect to do so by submitting this request to the Employer in writing. Employees will receive either Christmas Day time or New Year's Day time off, it is understood that to accommodate this revised schedule an employee's regular rotation may be waived during the period December 20<sup>th</sup> to January 5<sup>th</sup>. The Employer will endeavor to maintain the employee's regular shift, where possible, by seniority. The Christmas schedule shall be posted by December 1<sup>st</sup> of each

year. Any requests for shift changes during this period must be submitted for approval by December 10<sup>th</sup> (to coincide with 17:14 (b)).

- 16:07 In addition employees will receive three (3) floating days with pay in accordance with Article 16:01 off to be taken at a time mutually agreeable to the employer and the employee between January 5<sup>th</sup> and December 20<sup>th</sup> of each year. In order to qualify for the float holiday, a newly hired employee must have completed their probationary period to be eligible. (Effective at ratification).

The floating holidays are accrued in one third of the year, to be taken in the following third of the year. For example: the employee will accrue the float between January 5<sup>th</sup> and April 30<sup>th</sup>, to be taken during the period May 1<sup>st</sup> to August 31<sup>st</sup>. The employee will accrue a second float between May 1<sup>st</sup> to August 31<sup>st</sup>, to be taken between September 1<sup>st</sup> and December 19<sup>th</sup>.

- 16:08 Requests as per Article 16 shall be made no less than five (5) business days in advance. The Employer will respond to requests for the above days within a reasonable time frame and in no case later than three (3) business days. No request will be unreasonably denied.

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

- 17:01 All employees in the bargaining units will work a 7-1/2 hour day or shift (75 hours per pay period or as otherwise mutually agreed).

- 17:02 Notwithstanding Article 17:01, some Part Time employees may be assigned to shifts of shorter duration but in no event less than four (4) hours unless mutually agreed.

### **17:03 Shifts of Work**

- (a) Nursing Staff - It is agreed that there shall normally be three (3) shifts. The first shift of the day shall be nights, the second shift of the day shall be days, and the third shift of the day shall be evenings
- (b) Other Staff – For all other staff, the actual hours shall be mutually agreed upon in writing by the parties but in no event less than four (4) hours unless mutually agreed.

- 17:04 Rest periods of fifteen (15) minutes duration, with pay, will be provided for each employee in each one-half (1/2) shift of work, wherever possible at the approximate mid-point of the shift.

17:05 **Weekends Off**

Except where it is possible to schedule every second weekend off, employees will be scheduled so as to have every third weekend off, except by mutual agreement between the Employer and employee. The term weekend shall mean Saturday and Sunday.

17:06 **Schedules**

Schedules of work shifts on a four weeks-about basis shall be posted at least two weeks in advance of the current work period and remain posted for the duration of the schedule. Such posted schedules shall not be changed unless by mutual agreement between the Employer and employees so affected, or so as to allow the mutual exchanging of shifts between employees. Regular Part Time employees scheduled hours will be shared equally among regular part time employees.

17:07 There shall normally be a minimum of twelve (12) hours off between shifts, except in the Dietary and Life Enrichment departments, or where mutually agreed between the Employer and the Union.

17:08 Those employees working the 1<sup>st</sup> shift (night shift) when the change from daylight saving to standard time, or vice versa, occurs shall be paid straight time for the exact number of hours worked during the shift.

17:09 Either party may request a meeting for the purpose of discussing amendments to the scheduling procedure in effect and no changes in scheduling shall be made before notice is given to the Union.

17:10 Employees shall have their preference of shifts in accordance with their seniority, within the classification and providing there is a vacancy on the shift requested.

17:11 Where a full time employee is absent from work on an approved leave of absence, which includes pregnancy/parental leave and Workers' Safety and Insurance Coverage, the Employer may suggest that a Part Time employee work as a Full Time relief employee for the duration of the approved leave of absence, for up to twelve (12) months, in which case the Part Time employee will continue to be covered under the terms affecting Part Time employees. The Employer will notify the Union of any appointments made under this provision.

17:12 **Call-In Procedure**

Where a shift becomes available during the period of the posted schedule, the Employer will attempt to fill the vacant shift using the call-in list, if it intends to fill the shift.



The Employer shall maintain a list of full time employees who are scheduled to work fewer than seventy-five (75) hours who are willing to work additional shifts, Part Time employees and casual employees in order of seniority. Employees on the call-in list are to be available for call-ins for all three shifts. It is agreed that prior to calling in on the Part Time list, any full time employees who are regularly working less than seventy-five (75) hours in a pay period will be offered the shift provided no overtime costs are incurred.

The next employee to be called will be the Part Time employee on the call in list who is scheduled to work less than seventy-five (75) hours who is qualified to do the work available, provided no overtime costs are incurred. Should that person not be able to accept the call-in the next most senior Part Time employee on the call-in list who is able to do the work required shall be called and so on until the shift is filled, provide no overtime costs are incurred.

If the shift remains unfilled the most senior casual employee on the call-in list who is qualified to do the work available will be called and so on, until the shift is filled, provided no overtime costs are incurred.

Where the employer still deems it necessary to fill the shift, Full Time employees, regularly scheduled seventy-five (75) hours in a pay period will be the last person called starting with the full time employee with the highest seniority. Full Time employees will be placed at the bottom of the call-in list and will only be called if Part Time and casual employees are not available.

17:13 Fulltime employees have the option of being on or off the call-in list and shall advise the Employer in writing of their choice.

17:14 **Adjustments to the Schedule**

- (a) Any request for an exchange of shifts shall require a written form to be completed and submitted to the employee's supervisor or designate for written authorization, subject to operational requirements. Such forms shall be submitted at least seventy-two (72) hours (three (3) business days) in advance. All shift exchanges must be approved before any other subsequent exchanges involving the same employees will be considered and it is the employees' responsibility to ensure approval for shift changes prior to work the alternate shifts requested.
- (b) Requests for shift exchanges between December 20<sup>th</sup> and January 5<sup>th</sup> must be submitted on or before December 10<sup>th</sup>.

- (c) Where the Employer has authorized an exchange of shifts between employees, each employee is responsible to work their newly assigned shift or replace yourself in accordance with the agreement.
- (d) Part Time employees shall complete Availability Sheets and will mark N/A on those days where they are unavailable to work, three weeks prior to the new schedule being posted. If they become available on that day, they may notify the scheduler at any time prior to the day to be added back to the call list for that day.
- (e) Where an employee is absent for less than four (4) weeks, she shall provide twenty-four (24) hours' notice of return to work when they are fit to perform the regular duties for the position. Where an employee is absent for four (4) weeks or more the employee will give one (1) weeks' notice of return to allow the temporary employee to have notice of the position ending. Where an absence starts out as one that is less than four (4) weeks, but continues past four (4) weeks, twenty-four (24) hours' notice is required unless the parties meet and agree otherwise.
- (f) An employee may request to giveaway one shift per posted schedule, a full time employee may request to giveaway a maximum of one (1) shift per pay period, provided the employee is able to find a replacement and further provided that the change in schedule is approved in writing by the employee's supervisor or designate subject to operational requirements. Requests for giveaways shall be made no less than seventy-two (72) hours in advance of the shift being given away to the employee's supervisor or designate. Such Employer approval will not be considered for requests for giveaways during the period from 2300 hours Friday to 2300 hours Sunday. No requests will be granted for giveaways where the shift falls between December 20<sup>th</sup> and January 5<sup>th</sup>.
- (g) The Employer will respond to such requests as referred to in (a) and (f) above within a reasonable time frame and in no case later than forty-eight (48) two (2) business days. Requests with less notice will be considered on an individual basis, no request will be unreasonably denied based on staff availability and the needs of the Home.

17:15 It is the responsibility of each employee to at all times, keep the Employer informed of their correct telephone number. When the Employer is calling in employees, they will only call one telephone number that was provided and identified as the employee's preference.

## **ARTICLE 18 – PREMIUM PAYMENT**

18:01 The employer agrees to pay all employees a shift premium of thirty-three cents (33¢) per hour for all hours worked on a shift where the majority of hours fall outside the normal daily hours the day shift.

18:02 The employer will pay a weekend premium of fifty cents (50¢) per hour for all hours worked over the twenty-four (24) hour period between the end of the evening shift Friday and the end of the evening shift on Sunday.

Effective upon ratification – Increase Weekend Premium by \$0.10/hour.

18:03 No pyramiding or duplicate payment of premiums will occur, so that the above noted premiums will not apply where another premium is operative, unless the employee has qualified only for weekend premium and shift premium, in which case both premiums shall be paid.

18:04 (a) If an employee is called in to work after completing a regular shift of work and leaving the Home premises, the employees shall be guaranteed a minimum of three (3) hours pay at time and one-half (1-1/2) the regular rate of pay for each such call-in.

(b) A full time employee shall be paid at one and one-half (1-1/2) times their straight time hourly rate for all hours worked (voluntary) on an assigned day off except if such work is performed as a result of a voluntary switch in hours with another employee.

18:05 Overtime at the rate of one and a half times the regular hourly rate will be paid for all time worked in excess of the above specified normal hours per shift, or pay period. The Employer may request an employee to work overtime at any time prior to the commencement of the shift in which overtime hours will be accumulated, and the employee has the option to accept or refuse such overtime.

18:06 Employees shall not be required to take time off in lieu of overtime pay, unless by mutual arrangement between the Employer and employees. If lieu time for overtime is agreed to, such lieu time shall be based on 1 ½ hours for each hour of overtime.

## **ARTICLE 19 – ALLOWANCE**

19:01 When an employee reports for work at their assigned starting time without being notified four (4) hours in advance by the Home not to report for work at said

time, the employee shall receive work or pay in lieu of work, for four (4) hours during the day.

**19:02 Temporary Assignments**

An employee called on to perform duties in a higher rated category for four (4) hours or more in a shift shall be paid the rate of pay that provides for an increase in their current rate. Where an employee is directed by the Employer to perform the duties of a lower paying classification her pay rate will not change.

19:03 Any employee called to replace an absent employee, within the first hour of the shift, shall, provided the shift is completed and provided the employee arrives at work within one hour of the call, be paid for the Full shift.

19:04 If an employee is called into work to replace an absent employee the employee must work in the area of the employee being replaced. Seniority notwithstanding the work assignment is not to be changed by anyone except the immediate Supervisor or Department Head.

19:05 When the Employer temporarily assigns an employee to carry out the responsibility of a salaried employee for a period in excess of one shift, the employee shall receive three dollars (\$3.00) per shift.

**19:06 Uniform Allowance**

All full time employees shall be paid a uniform allowance of nine dollars (\$9.00) per month. The uniform allowance will be paid at the end of probation in the amount of one hundred and eight dollars (\$108.00) and annually on the anniversary date of employment thereafter. All part time employees shall be paid a uniform allowance of four dollars and fifty cents (\$4.50) per month. The uniform allowance will be paid at the end of probation in the amount of fifty-four dollars (\$54.00) and annually on the anniversary date of employment thereafter.

19:07 All employees will be allowed to purchase uniforms of their own choosing provided they meet the standards established by the Employer.

<b>ARTICLE 20 – HEALTH AND WELFARE BENEFITS</b>
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20:01 The employer agrees to provide the following benefits for full time employees and their dependents. (Only exceptions are for those employees who have health and dental coverage under a spousal plan, in which case they may opt out of the health and dental portion of the S & R plan).

### **Dental**

The Company pays fifty percent (50%) of the dental premiums and the employee pays fifty percent (50%) of the dental premiums. There is a once a year deductible of twenty-five dollars (\$25.00) single and fifty dollars (\$50.00) family.

- ▶ Basic coverage;
- ▶ \$1500 annual maximum – current ODA fee schedule;
- ▶ Nine (9) month recall.

### **Life Insurance and AD & D**

Life Insurance \$50,000.00

Effective August 1, 2015, increase life insurance by \$5,000 for those employees who currently receive life insurance coverage as a flat dollar amount.

Accidental Death & Dismemberment (AD & D) Up to \$50,000.00

### **Dependant Life Insurance**

Spouse	\$5,000.00
Each Child	\$2,500.00

### **Extended Health Care**

The employer pays one hundred percent (100%) and the employee pays zero percent (0%) towards the cost of the plan. There is an annual deductible of twenty-five dollars (\$25.00) single and fifty dollars (\$50.00) family for professional services and equipment.

Prescriptions\* Drug Card–100% coverage (\$7. cap/prescription)

Vision\* Effective October 17, 2022:  
Increase vision care to \$350.00/24 months

Hearing \$500.00 every 60 months

\* The prescription plan covers the cost of generic prescription drugs only, unless specifically prescribed by the physician.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless the employee's doctor stipulates in writing that there are medical reasons why the lowest cost interchangeable drug cannot be prescribed.

\* Effective January 1, 2011 Vision administered by S & R's benefit carrier.

### **Mental Health Benefit**

Upon ratification of the Collective Agreement, existing benefit plans shall be amended to provide a separate entitlement for eligible employees to mental health services by a psychologist, registered psychotherapist or social worker, to a maximum of \$500.00 per year.

#### **20:02 Post Sixty-Five (65)**

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

20:03 Part time employees may participate in the benefits plan available to full time employees on a pro rata basis or opt to receive twenty cents (20¢) per hour in lieu. This decision must be made when a member starts her employment with Heron Terrace. Life Insurance plus AD & D of \$12,500.00 each is paid one hundred percent (100%) by the employer for those employees who have opted out of benefits.

Effective in November 1, 2017 – Increase part time in lieu to twenty-five cents (\$0.25) per hour.

#### **20:04 Benefit Late Enrolment**

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

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

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

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

- 20:05 In the event the employer changes the benefit carrier, the benefit coverage will remain the benefit equivalent. Employees will be provided a summary booklet outlining benefits and the Union will be provided with a copy of the policy.

#### **ARTICLE 21 – SICK LEAVE**

- 21:01 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 decimal five (7.5) hours (one credit) for each period of one hundred and sixty-two decimal five (162.5) hours worked, to a maximum of one hundred, twelve, decimal five (112.5) hours (15 credits).

- 21:02 The receipt of sick leave credits in accordance with this Article requires that a full time employee or a part time employee is absent from work due to personal illness or injury which is not compensable under the Workplace Safety and Insurance Act. It is understood that payment of income protection is for the sole and only purpose of protecting employees against the loss of income during time of illness. Seniority and service will accrue and the employer shall continue to pay its share of the premium for benefit plans in which the employee participates (providing the employee pays their share, if any, of the premiums), during the period of the income protection noted in this provision.

- 21:03 Providing credits are available, full time employees and part time employees will be eligible to claim:

For the first day of illness	Fifty percent (50%) of their regular straight time pay for all scheduled hours missed.
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For the second day of any illness	Seventy-five percent (75%) of their regular straight time pay for all hours scheduled missed.
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For the third and succeeding days of any illness until the end of two (2) calendar weeks	One hundred percent (100%) of their regular straight time pay for all hours scheduled missed.
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- 21:04 (a) An employee shall apply for Employment Insurance (E I) sick leave benefits for weeks two (2) through sixteen (16) of any illness or injury. The

Employer will top up these benefits to seventy (70) percent of straight time wages. In the event the employee does not qualify for Employment Insurance (E I) Sick Leave benefits by reason of lack of adequate contributions, she shall receive seventy (70) percent of her straight time wages for weeks two (2) through sixteen (16) of any illness or injury but shall not be eligible for benefits under (b) below, subject only to the approval of the Carrier. The employee shall endeavour to provide proof of EI benefits within two (2) weeks of the receipt of the employees EI benefit.

The Employer will pay one hundred percent (100%) of the billed premium for Fulltime employees for a weekly indemnity plan covering personal illness or injury for weeks seventeen (17) through twenty-seven (27) of such illness or injury. Payment under weekly indemnity will be seventy (70) percent of scheduled straight time wages lost.

It is understood that this benefit commences like all other prepaid health benefits and insurances, on the first day of the month following three (3) months of employment for Fulltime employees and Part Time employees. The employee shall endeavour to provide proof of EI benefits within two (2) weeks of the receipt of the employees EI benefit.

- (b) Weekly Indemnity participation is mandatory for all employees otherwise participating in the Employers Health and Welfare benefits plans.

21:05 If the WSIB does not approve a claim for benefits, the employee may apply for benefits under Article 21, to a maximum of ten (10) days providing credits are available, notwithstanding the delay in submitting a claim due to the time required to receive a ruling from WSIB.

21:06 Whenever possible, an employee absenting themselves on account of personal illness must notify the Employer at least four (4) hours prior to the commencement of their scheduled shift if they are to report for an evening or night shift, and one (1) hour prior to the commencement of the day shift. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for the period of absence.

21:07 An employee must notify her department head (or designate) daily unless she has given prior notice of her anticipated date of return.

21:08 **Sick Leave Certificate**

If the Employer requires a sick leave certificate, or the employee is required to attend an independent physician by the Employer and the doctor charges the



employee for such certificate outside OHIP, the Employer will pay for the certificate.

21:09 Absence or injury compensable under the provision of the Workers' Safety and Insurance Act or Employment Insurance shall not be charged against sick leave credits, except as set out above.

21:10 **Record of Employment (R.O.E.)**

- (a) In completing the Record of Employment, the Employer agrees to complete the appropriate blocks including number nineteen (#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 (R.O.E.) as soon as possible, but not later than the pay date of the pay period of the last day worked 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 R.O.E. as soon as possible, but not later than the pay date of the pay period of the last day worked.
- (d) It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two (2) week waiting period, shall nonetheless be provided the top-up benefits from the Employer of EI payments, and the employee shall be entitled, upon the completion of the EI sick leave coverage, to access the WI plan immediately for a total of eighteen (18) weeks from the commencement of the WI period.

<b>ARTICLE 22 – PENSION PLAN</b>
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22:01 Where legislation or the Plan prohibits an employee from contributing to the pension plan or alternative pension vehicle because of age, the contributions the employer would otherwise have made will be added to the employee's wage.

22:02 "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 are excluded.

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

22:03 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.

22:04 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.

22:05 The Union acknowledges and agrees that other than making its contributions to the plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

22:06 The Employer agrees to provide to the Administrator of the Plan on a timely basis all information required to the Pension Benefits Act, R.S.O., 1990, Ch. P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

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

**(a) To be Provided Once Only at Plan Commencement:**

Date of Hire;  
Date of Birth;  
Date of First Remittance;  
Seniority List (for purpose of calculations past service credit)

**(b) To be Provided with each Remittance:**

Name;  
Social Insurance Number;  
Monthly Remittance;  
Pensionable Earnings

**(c) To be Provided Once, and if status Changes:**

Address to be provided to the Home;  
Termination Date when applicable

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

Gender;  
Marital Status

## ARTICLE 23 – WORKPLACE SAFETY AND INSURANCE BOARD

23:01 Where an employee is absent due to illness or injury which is compensable by Workers' Safety and Insurance, 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 Workers' Safety and Insurance.
- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Safety and Insurance shall be considered as time worked for the purpose of calculating the current year's vacation entitlement (in days) 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 her regular rate of pay for all scheduled hours on the day of the accident.

23:03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 13) of this agreement. Where the anticipated absence is less than less than four (4) months, the Employer may fill the position at its discretion.

23:04 (a) If an employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.A. claim, the employee's former permanent position still exists, the employee will be returned to her former job, former shift, if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.

- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIA claim she shall be returned to her former job or to work of a comparable nature at the same salary level. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

23:05 If, on the recommendation of the Workers' Safety and Insurance Board 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.

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

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

#### **ARTICLE 24 – COMPENSATION**

- 24:01 During the term of this Agreement the Employer and the Union agree that all payment of wages will be made in accordance with the rates set forth in Schedule "A" hereto, which schedule is hereby made a part of this agreement.

- 24:02 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. 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) working 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) working days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification and shall be retroactive to the date that notice of the new rate was given by the Home.

- 24:03 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 1 day's pay or more (7.5 hours or more) as a result of an Employer error, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

24:04 Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one years' movement on the grid for each one year's experience. Where the experience is part time one (1) year equals 1800 hour paid.

## **ARTICLE 25 – MISCELLANEOUS**

25:01 The Employer will provide two (2) bulletin boards for the convenience of the Union in posting notices of Union activity.

### **25:02 Workload**

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

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

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

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

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

### **25:03 Labour Management Committee**

Issues of mutual concern which are not the subject of negotiations shall be submitted to a Labour Management Committee in order to promote efficient and effective labour relations.

The committee shall be comprised of an equal number of representatives from the Union and the Employer with designated rotating Chairpersons, alternating between Union and Management. The Union members of the committee shall be the Committeepersons.

Minutes of each meeting of the Committee shall be prepared by the Employer, and signed by a person from each of Union and Management who was in attendance at the meeting.

Topics for discussion shall be submitted to the other party at least three (3) weeks in advance of a meeting, and the final agenda shall be distributed one (1) week prior to the meeting, but urgent items may be added to the agenda as an addendum. Meeting shall be held every three (3) months, unless otherwise agreed.

## **ARTICLE 26 – TERM AND RETROACTIVITY**

26:01 Notice of intent to amend this Agreement shall be given by either party to the other in writing within one hundred and twenty (120) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

This Agreement shall continue in effect from November 1<sup>st</sup>, 2021 to and including October 31<sup>st</sup>, 2024 and thereafter from year to year unless amended through negotiations.

26:02 If pursuant to such negotiations an Agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date this Agreement shall be automatically extended until consummation of a new Collective Agreement in Full.

### **Retroactivity**

The wage increases provided are retroactive only for those employees employed on the date of the award or who retired in the period from the expiry of the Collective Agreement to the date of the award. Retroactivity will be paid on all hours worked and will be paid to eligible employees prior to December 25, 2011.

26:04 The Union agrees to prepare the Collective Agreements. Once proofed and sent out, the Employer will sign them within thirty (30) days. The cost will be shared on a fifty/fifty (50/50) basis.

26.05 The Employer will provide the Union with an electronic copy of the Collective Agreement.

## SCHEDULE "A"

Date:		Nov. 1, 2021	Nov. 1, 2022	Nov. 1, 2023
Increase:	Current Rate	1.5%	3%	3%
<b>Dietary Aide/Laundry/Housekeeping/Maintenance 2</b>				
Start Rate	19.88	20.18	20.79	21.41
End of probation	20.07	20.37	20.98	21.61
1 Year	20.82	21.13	21.76	22.41
2 Year	21.18	21.50	22.15	22.81
<b>Maintenance 1 (as of October 13, 2009)</b>				
Start Rate	20.98	21.29	21.93	22.59
End of probation	21.55	21.87	22.53	23.21
1 Year	22.41	22.75	23.43	24.13
2 Year	23.27	23.62	24.33	25.06
<b>PSW - Personal Support Worker</b>				
Start Rate	20.07	20.37	20.98	21.61
End of probation	20.30	20.60	21.22	21.86
1 Year	21.05	21.37	22.01	22.67
2 Year	21.48	21.80	22.45	23.12
<b>LE - Life Enrichment</b>				
Start Rate	20.30	20.60	21.22	21.86
End of probation	20.56	20.87	21.50	22.15
1 Year	21.33	21.65	22.30	22.97
2 Year	21.68	22.01	22.67	23.35
<b>Assistant Cook</b>				
Start Rate	21.05	21.37	22.01	22.67
End of probation	21.43	21.75	22.40	23.07
1 Year	21.93	22.26	22.93	23.62
2 Year	22.24	22.57	23.25	23.95
<b>Cook</b>				
Start Rate	21.33	21.65	22.30	22.97
End of probation	21.63	21.95	22.61	23.29
1 Year	22.19	22.52	23.20	23.90
2 Year	22.44	22.78	23.46	24.16
<b>RPN - Registered Practical Nurse</b>				
Start Rate	25.25	25.63	26.91 *	27.72
End of probation	25.39	25.77	27.06 *	27.87
1 Year	26.40	26.80	28.12 *	28.96
2 Year	26.57	26.97	28.29 *	29.14

Cooks or Assistant Cooks with Red Seal Certificates will be paid twenty cents (\$0.20) premium for every hour worked.

\* The wage includes an RPN adjustment of .50¢ applied in Year 2 prior to the general increase.



## **LETTER OF UNDERSTANDING #1 – CMI REVIEW**

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

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

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

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

## **LETTER OF UNDERSTANDING #2 – ABUSE AND/OR THREATENING BEHAVIOUR**

### **Staff Abuse**

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff are to be given dignity and respect. There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour shall include, but not be limited to the following: physical abuse, psychological abuse, emotional abuse and sexual abuse.

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction. It is agreed that no employee will be obligated to work with the resident one-on-one until a satisfactory resolution between the parties has been reached. In the event that a resident continues with the harassment following the above procedure, the staff member shall be given the opportunity to transfer to a different work area or be assigned a different resident.

The multi-disciplinary team, which may include the employee that was involved in the incident, will do a Full assessment of the situation. In the event that the resident

knowingly and willingly continues the abusive behaviour, it will be documented and the Employer will suggest the resident shall be referred to an appropriate facility.

### **LETTER OF UNDERSTANDING #3 – RESIDENT ABUSE**

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

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

### **LETTER OF UNDERSTANDING #4 – HARASSMENT POLICY IN RESPECT OF UNIFORM MEMBERS**

#### **1. Policy**

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

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

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

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin,

colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

### **3. Responsibilities**

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

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

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

- ▶ Name calling
- ▶ Racial slurs or jokes
- ▶ Mimicking a person's accent or mannerisms
- ▶ Offensive posters or pictures on paper
- ▶ Repeated sexual remarks
- ▶ Physical contact that could be perceived as degrading
- ▶ Sexual flirtation, advances, propositions
- ▶ Leering
- ▶ Comments about a person's sex life
- ▶ Innuendo, gestures or taunting about a person's body, disability, attire or gender

### **4. Procedure**

The Employer and Unifor are responsible for:

- ▶ Advising a complainant when this policy applies;
- ▶ Providing education regarding harassment;
- ▶ Clarifying options available;

- ▶ Identifying and assisting complainants in obtaining counselling;
- ▶ Facilitating in the resolution process and
- ▶ Informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the criminal Code.

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

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and Unifor. They may be either verbal or in written form.
2. The Employer and Unifor will document the complaint and the individual will be informed of their rights.
3. The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
6. An internal resolution will be attempted between the complainant and respondent by the Employer and Unifor.
7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
9. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.

11. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

#### **LETTER OF UNDERSTANDING #5 – VIOLENCE AGAINST WOMEN**

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

#### **LETTER OF UNDERSTANDING #6 – FOOD HANDLERS COURSE**

The Employer will provide all non-compliant staff written notice and opportunity to take the food handler's course. Failing to do so could result in temporary suspension of an employee.

#### **LETTER OF UNDERSTANDING #7 – RETURN TO WORK/WORK REINTEGRATION**

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

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

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

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

#### **LETTER OF UNDERSTANDING #8 – TRANSFER OF WORK/SALE OF LICENSE**

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

#### **LETTER OF UNDERSTANDING #9 – VACATION ENTITLEMENT & PAY**

The parties agree that, all employees who were actively employed on the date of ratified contract dated November 8, 2005 of this agreement will be covered by the following vacation entitlement and pay;

All employees with one (1) year or more, and less than eight (8) years of continuous service as of their anniversary date shall earn three (3) weeks of vacation. Pay for such employees will accumulate at 6% of gross earnings.

Employees hired after ratification will receive vacation entitlement and pay as per Article 15:01.

#### **LETTER OF UNDERSTANDING #10 – CONTRACTING IN**

The employer confirms that it will not “contract in” during the life of the Collective Agreement. The parties agree that this LOU does not pertain to the Employer’s use of Agency staff provided employees who are qualified are given first opportunity to work shifts.

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

#### **LETTER OF UNDERSTANDING #11 – DEFINITION OF THE TERM “DAYS OF WORK” – ARTICLE 11:01 (A) ONLY**

The parties agree that the term “days of work” applies to a newly hired employee engaged in their probationary period as set out in Article 11:01 (a) and means the hours an employee performs actual, scheduled work at the Home and/or accepts a call-in to fill a scheduled shift, and/or where an employee participates in the mutual exchange of shifts. In all instances a day of work occurs where an employee performs the normal duties and responsibilities of the classification in which she is working.

For clarity, hours paid for the attendance at an in-service mandated meeting, and/or any other hours paid for purposes other than performing the normal duties and

responsibilities of a classification are not included in the determination of a "day of work".

This agreement applies only to the interpretation of the words "days of work" in Article 11:01 (a) and is without prejudice to the position either party may take in respect of these words, or similar words, elsewhere in the Collective Agreement.

#### **LETTER OF UNDERSTANDING #12 – RESPONSIBILITY ALLOWANCE**

Where an RN is absent from her normal shift, and the Employer temporarily assigns a RPN to carry out some additional responsibilities of the absent RN for a period in excess of a half shift, the employee shall receive an allowance of seven dollars, fifty cents (\$7.50) for each shift from the time of the assignment.

#### **LETTER OF UNDERSTANDING #13 – SCHEDULING**

The Employer agrees that it will schedule employees to replace employees while on vacation and holidays in accordance with this agreement, if it intends to fill the shifts.

The parties also agree to meet when necessary and attempt to resolve any issues associated with the existing call-in system for staff replacement, tracking and granting of time off. The parties may mutually agree on a procedure to deal with these concerns which will be reduced to writing.

#### **LETTER OF UNDERSTANDING #14 – PART TIME SENIORITY ACCRUAL**

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

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

**Now therefore witnesseth as follows:**

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

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

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

#### **LETTER OF UNDERSTANDING #15 – WOMENS ADVOCATE**

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

#### **LETTER OF UNDERSTANDING #16 – SHIFT EXCHANGES**

During negotiations, the parties discussed shift exchanges. The parties recognized the importance of the ability to exchange shifts.

The employer agrees to remove the cap which requires employees to work a minimum of sixty percent (60%) of their shifts on a two (2) week schedule.

This agreement will remain in place so long as the Vacation Request Timeline Chart is in place in LOU #17.

The re-instatement of any limits will not exceed the current requirement to work sixty percent (60%) of your shifts on a two (2) week schedule.

#### **LETTER OF UNDERSTANDING #17 – VACATION REQUESTS**

During negotiations the parties discuss the vacation requests and the difficulties in such requests being granted. In an attempt to better enable the employer to grant vacation



requests the Company will introduce a posted schedule ("Vacation Request Timeline Chart"). This will be for all employees who request vacation prior to a regular work schedule being posted as per Article 17.06. It will enable employees to request vacation anytime in advance of the "Vacation Request Timeline Chart" deadline and they will receive a reply in accordance with Article 15. This will also enable the employer to fill vacancies due to vacations prior to the schedule being posted using the availability sheets.

The provisions in Article 15.03 (iv) will still apply; however, vacation requests in accordance with Article 15.03 (iv) that are requested after the "Vacation Request Timeline Chart" deadline will only be considered in extenuating circumstance.

The "Vacation Request Timeline Chart" will commence the beginning of the month following ratification.

The parties will meet to discuss any issues and resolve any unforeseen circumstance that may arise due to this "Vacation Request Timeline Chart". This will be on a trial period and either party may cancel it with 6 months written notice and must include valid reason for a change in process.

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

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

#### **LETTER OF UNDERSTANDING #19 – LIABILITY INSURANCE**

Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide here or his Regulatory College with proof of the

Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Home's liability coverage for Health Professionals in the Home's employ.

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

#### **LETTER OF UNDERSTANDING #20 – PAY EQUITY**

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

#### **LETTER OF UNDERSTANDING #21 – WORKING SHORT**

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

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

All discussions and solutions must be conducted in good faith and on a without prejudice basis. The parties feel that "working short" must be dealt with at both the provincial level of additional funding, and also at the local home level. It is agreed the parties at each home may consider solutions which may help to deal with the problem. Some of these ideas are listed below but are not at all considered fully comprehensive and other ideas may be considered:

1. Review the staffing complement (FT, PT and Casual staff mix).
2. Consider alternative scheduling procedures.
3. Review the Collective Agreement in a good faith attempt to see if there are barriers creating the "working short" issue. If there are any changes to the Collective Agreement agreed to by local workplace committee they must be approved by the local and national union and the Employer corporate representatives.
4. Full disclosure on any policies which may create working short.
5. Review of reasons for short notice absences.

6. Review of call-in and replacement procedures being used at the Home.
7. Review of policies/practices for approving time off and schedule changes.
8. Develop job routines or protocols to use when working short.
9. Communicate with all employees, including supervisory staff, on the proper procedures when there is a working short situation.

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

<b>LETTER OF UNDERSTANDING #22 – VACATION REQUEST DURING HOLIDAY</b>
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The employer will consider requests for vacation on December 21, 22 and January 3 and 4, so long as the request is made prior to the posting of the schedule.

<b>LETTER OF UNDERSTANDING #23 – DAY OF RECONCILIATION &amp; INTERNATIONAL DAY OF THE ELIMINATION OF RACISM</b>
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The parties agree to recognize March 21 (International Day for the elimination of racism) and September 30 (Day of Reconciliation) to reaffirm joint commitment of these days.

<b>LETTER OF UNDERSTANDING #24 – RACIAL JUSTICE ADVOCATE</b>
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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 a which people choose to self-identify (LGBTQIA2+).

The Employer will recognize an employee who 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.

DATED at Windsor  
Heron Terrace, Ontario this 22 day of March, 2023 JH

FOR HERON TERRACE

UNIFOR LOCAL 2458

[Signature]  
[Signature]  
[Signature]

Lisa Harris  
Jennifer Cleator  
Mike Rovine

rs:cope349