

COLLECTIVE AGREEMENT

Between:

LIFETIMES ON RIVERSIDE

3387 Riverside Drive, East
Windsor, Ontario N8Y 1A8
(hereinafter called "the employer")

- and -



UNIFOR
theUnion | lesyndicat

AND ITS LOCAL 2458

(hereinafter called "the union")

JUNE 1ST, 2021 – MAY 31ST, 2024

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ARTICLE 1 - PURPOSE

- 1:01 WHEREAS the purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and all employees represented by the Union, and to encourage a co-operative and harmonious working relationship in the promotion of the highest standards of care and service provided by Lifetimes on Riverside.
- 1:02 It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe comfortable environment treating them and their families with the respect and dignity they deserve.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all purposes of the Labour Relations Act of Ontario for all employees of Lifetimes on Riverside in the city of Windsor, save and except Professional Nursing Staff (other than RPN's), Physiotherapists, Occupational Therapists, Graduate Pharmacists, Undergraduate Pharmacists, Graduate Dieticians, Undergraduate Dieticians, Technical Personnel, Stationary Engineers, Supervisors (including R.P.N. Supervisors), the Companion Classification and persons above the rank of Supervisor and students employed during the months of June, July, August and September.
- 2:02 Since the Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit, the Employer agrees that it will not enter into any other agreement with employees, whether individually or collectively which will conflict with any of the provisions of this Agreement. No employee may enter into a financial arrangement with a client or their designate with which the Facility has a contractual relationship.
- 2:03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so requires, and vice versa.
- 2:04 The Employer will not contract out work normally performed by the bargaining unit if such contracting out would directly result in the layoff or permanent reduction of hours for bargaining unit employees.
- 2:05 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which would directly reduce bargaining unit hours.

ARTICLE 3 - DEFINITIONS

- 3:01 Full time employees are defined as those employees who are regularly scheduled to work twenty-two and one half (22.5) hours and greater per week. Part time employees are those who are regularly scheduled to work less than twenty-two and one half (22.5) hours per week.

3:02 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours worked falls, regardless of what calendar day any part of such shift was actually worked.

3:03 There shall be no pyramiding of benefits or payments.

ARTICLE 4 - RELATIONSHIP

4:01 Both the Facility and the Union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as defined in the Code. This Joint Policy shall be interpreted in accordance with and subject to the provisions of the Code.

Complaint and Investigation Procedure:

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

Tell the person involved as soon as possible how you feel, and request that he/she stop the conduct you find offensive.

If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the supervisor and/or Union representative.

In minor cases, not involving repeat incidents, the Facility and Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the Unifor Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the company within ten (10) days of the initiation of the complaint.

If the supervisor and/or Union representative cannot, to the satisfaction of the employee, deal with the complaint it will then be submitted in writing to the joint committee. The joint committee will be comprised of two representatives selected by the Facility and two representatives selected by the Union. Where the complainant is a woman and the complaint involved sexual harassment or gender discrimination, the joint investigation committee will include at least one woman. These representatives must be appropriately trained regarding harassment and discrimination issues.

The Joint Committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, any employee accused in the complaint, witnesses and other persons named in the complaint.

Any Union member interviewed by the Joint Committee may, if he/she so wishes, may have Union representation present during the interview.

It is the intention of the Union and the Facility that, where practical the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint. In conducting the joint investigation, both the Union and the Facility shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint Committee will be securely maintained in the offices of the Facility and the Union.

Upon the completion of the joint investigation, the Joint Committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the administration and the unit chairperson. If the members of the Joint Committee do not agree, the report may reflect differences in the findings.

After completion of a thorough investigation of a harassment complaint the local administration, on consultation with the unit chairperson, will attempt to resolve the conflict in a manner that is agreeable to all parties.

If there is no agreement, the Facility reserves the right to take such action as it deems appropriate, subject to the Collective Agreement.

In the event the complaint remains unresolved and a violation of the Collective Agreement is alleged, the matter may be considered as a grievance beginning at Step 3 of the grievance procedure. Nothing in this Article prevents an individual employee complaining of harassment or discrimination from filing a complaint under the Code.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5:01 In view of the orderly procedures established by this Agreement and provisions of the Ontario Labour Relations Act for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, neither it, nor its representatives, will authorize, call, direct or take part in any strike, picketing, slowdown or stoppage of or interference with work in or about the Employer's premises or premises at which the Employer provides any of its services. Any employee(s) who participate(s) in any of the activities referred to above may be subject to discipline up to and including discharge.
- 5:02 In the event that employees engage in any of the activities described by Paragraph 5:01, the Union and its representative (including stewards) will instruct the employee to cease such activity forthwith, return to work and perform their usual duties.
- 5:03 The Employer agrees that it will not threaten, cause or direct any lockout of its employees for the duration of this Agreement.

5:04 The Union agrees that it will not involve the name of the Employer either directly or indirectly in any dispute which may arise, between any other Employer and the employees of such other Employer or between the Union and such other Employer.

The words "strike" and "lockout" shall have the same meaning given to those words in the Ontario Labour Relations Act.

ARTICLE 6 - MANAGEMENT RIGHTS

6:01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

- (a) To determine and establish standards and procedures for the service, care, welfare, safety and comfort of the clients of the Employer;
- (b) To maintain order, discipline and efficiency, and to make, alter, and enforce reasonable rules and regulations to be observed by employees. Such rules will be made available to all employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the Union;
- (c) To hire, retire, classify, promote, demote, transfer, layoff, recall, direct, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause; provided that a claim of discriminatory transfer, promotion, demotion of classification, or a claim that an employee who has completed his probationary period, has been discharged suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer.
- (d) Generally, to manage the business and, without restricting the generality of the foregoing, the services to be rendered, assignment of the required work and to whom, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Employer that are in the interest of the safety and well-being of the Employer, residents, employees and the public.
- (e) The Employer agrees not to exercise its rights in an arbitrary or discriminatory manner or in direct contravention of any articles included in this Collective Agreement.

ARTICLE 7 - UNION SECURITY

7:01 The Employer shall deduct an amount equal to regular monthly Union dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues as certified to the Employer, in writing, by the Union or as may be amended from time to time by the Union.
- (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- (c) Union dues will be deducted from each of the employees' pay and the same shall be remitted by the Employer to Unifor Local 2458 Financial Secretary Treasurer of the Union not later than the 15th day of the following month.
- (d) The Employer agrees when forwarding Union dues to submit a list indicating the names and addresses of those employees for whom deductions were made, showing the amounts deducted, and dates of hire of those employees hired in the preceding month. The Union office will be advised as to the names and addresses of terminating employees.

7:02 T-4 slips issued annually to employees will show deductions made for Union dues.

7:03 The Union will save the Employer harmless for any claims that may arise from any deduction from wages in respect of check-off of assessments or any action taken in this respect at the request of the union.

ARTICLE 8 - UNION REPRESENTATION

8:01 The Union has the right to elect or otherwise select a Union committee of four (4) representatives, one of whom shall be the chairperson. Members of the Committee shall be regular employees of the Employer who have completed six months of continuous service. The Union will attempt to ensure equal representation of all departments when electing or otherwise selecting this committee.

8:02 The committee has the right to assist all employees on all shifts in dealing with and presenting grievances to management as well as the right to negotiate for any renewal or extension of this agreement.

8:03 The Union recognizes that Stewards have regular duties to perform on behalf of the Employer and that such Stewards may not leave their regular duties without consent of the designated member of management. Such consent will not be unreasonably withheld.

8:04 A Steward shall not suffer loss of pay while carrying out legitimate Union business up to and including Conciliation. When a Union Committeeperson is requested by Management to attend a meeting outside their regularly working hours, they shall be paid their straight time hourly rate for all such time.

8:05 A new employee will have the opportunity to meet with a Union committee member for a period of up to fifteen (15) minutes without loss of pay. Permission will be sought from the immediate supervisor in advance of the meeting.

8:06 The Employer acknowledges the right of seniority employees subject to written discipline to the presence of a union steward at the time the disciplinary action is to be taken if she so chooses and one is available in the facility. A copy of all written disciplinary action shall be sent to the union chairperson at the same time such action is taken.

ARTICLE 9 - GRIEVANCE PROCEDURE

9:01 It is the mutual desire of the parties that grievances of employees shall be addressed as quickly as possible. If any employee has a grievance, she will first discuss it with her Supervisor within five (5) days of the events giving rise to the concern. Failing settlement at the discussion stage, and given that there has been a violation of the Collective Agreement, the employee shall proceed with a written grievance provided it is presented within five (5) days following the Supervisor's decision.

All grievances shall be dealt with and disposed of as hereinafter provided. An employee has the right to be accompanied by a Union Representative at any stage of this grievance procedure. The Employer will advise the employee of this right.

Step 1

The grievance shall be submitted in writing and signed by the employee directly involved and/or by the designated Union Representative. The employee shall, together with their Union Representative present their grievance to the Supervisor within five (5) working days of the discussion of the complaint. The Employer shall deal with the grievance and render a decision in writing no later than five (5) working days after the grievance has been received.

Step 2

If the grievance is not settled, the Union Committee may refer the grievance to the Executive Director or designate within five (5) working days after the completion of Step 1. A meeting then shall be arranged with the Executive Director or designate, grievor and the Union Committee. A decision shall be rendered in writing within five (5) working days of the meeting.

Step 3

If the grievance is not settled, the Union Representative and the Head Office Designate will meet within five (5) working days after the completion of Step 2. A decision shall be rendered in writing five (5) working days after the meeting.

The time limits set out in this Article are to be construed as mandatory unless the parties mutually agree in writing to waive time limits. If a grievance is not submitted or advanced from one step to another within the time limits set out, the grievance shall be deemed to be abandoned and all rights or recourse to the grievance procedure shall be at an end.

9:02 The Employer shall not discharge or suspend any employee who has completed his or her probationary period without just cause. In the event an employee who has completed his or her probationary period grieves a discharge, such grievance may be

submitted at Step 2 of the grievance procedure within two (2) days of the event being grieved.

9:03 Union Policy Grievance

A difference between the parties regarding the interpretation, administration, or alleged violation of this Agreement may be dealt with as a policy grievance if:

- (a) the notice is presented within fourteen (14) calendar days after the circumstances giving rise to the grievance are known and
- (b) the grievance could not be initiated by an individual employee or employees.

The grievance will be submitted at Step 2 of the grievance procedure to the Executive Director

9:04 Group Grievance

Where it appears that more than one employee has the same or similar grievance the Union will process the grievance as a Group grievance which will have the same rights and privileges as an individual grievance.

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| ARTICLE 10 - ARBITRATION |
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10:01 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to Arbitration as set forth below. If no written request for Arbitration is received within five (5) working days from the date of the decision under Step 3 above, the grievance shall be deemed to have been settled.

10:02 When either party requests that a grievance be submitted to Arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time nominate a member to the Board of Arbitration. Within ten (10) working days thereafter the other party shall nominate a member to the Board of Arbitration' and notify the other party. The two (2) nominees so appointed shall confer immediately and shall attempt to select by agreement a Chairman for the Board of Arbitration within ten (10) working days from the date such other party has nominated its nominee. If they are unable to agree upon a Chairman, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

10:03 No person may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.

10:04 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. No matter shall be dealt with at Arbitration which has not been properly carried through all the previous steps of the grievance procedure.

- 10:05 The written decision of the majority of the Board of Arbitration shall be final and binding upon the Employer, the Union and the employees.
- 10:06 Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties will jointly bear the fees and expenses of the Chairman of the Arbitration Board.
- 10:07 The parties may agree to extend or waive any of the time limits prescribed in this Article. However, any such agreement shall be expressed in writing and acknowledged by the parties.
- 10:08 The Employer and the Union may consider a sole arbitrator prior to the appointment of nominees to a Board of Arbitration. It is understood that this process is by mutual agreement only. Notwithstanding this, any and all time limits shall be waived concerning the appointment of an Arbitration Board during this process. The Arbitrator so selected shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

ARTICLE 11 - SENIORITY

11:01 Probationary Period

A new employee will be considered on probation until after she has completed fifty (50) days worked or three hundred and seventy-five (375) hours worked whichever is longer.

- 11:02 Seniority is defined as the length of service (hours worked) with the Employer. For the purpose of computing seniority, an employee will be required to work thirty-seven and one half (37.5) hours of work to attain the equivalent of one week's seniority.

- 11:03 Full time employees within their position classification will progress from the "probation rate" to the "one year rate" on the basis of one thousand eight hundred and fifty (1850) hours worked. Part time employees will progress within their position classification from the 'probation rate' to the 'one year rate' based on one thousand six hundred and fifty (1650) hours worked. Hours worked and paid for, hours not worked and paid for by the Employer, and hours not worked and paid for by W.S.I.B. shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within the position classification.

11:04 Seniority Lists

Seniority lists shall be prepared according to the records of the Employer on a bi-annual basis and posted on a bulletin board provided by the Employer. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) calendar days from the date of posting.

New employees appearing on the list for the first time shall have ten (10) calendar days to challenge their position on the list. The Employer will send a copy of the seniority list to the Union once it is posted. Seniority shall be recognized on a bargaining unit wide basis.

11:05 Loss of Seniority

An employee shall lose all service and seniority shall be deemed to have been terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance and arbitration process;
- (c) fails to report for a scheduled work assignment without notifying the Employer unless such notification could not reasonably be given;
- (d) has been laid off for twenty-four (24) calendar months;
- (e) fails to report for work as scheduled at the end of a leave of absence or vacation or fails to report for work as scheduled after a suspension with or without just cause;
- (f) engages in employment while on a leave of absence unless authorized by the Employer;
- (g) is absent from scheduled work for a period of three (3) or more days of work without notifying the Facility of such absence and providing to the Facility a satisfactory reason for the absence;
- (h) fails upon being notified of a recall to signify her/his intention to return within five (5) working days after she/he has received the notice of recall, and fails to report to work within ten (10) working days after she/he has received the notice of recall. The Employer may extend such period often (10) days if the employee has given satisfactory reason for her/his failure to return to work;
- (i) when absent due to illness or injury (not compensated by W.S.I.B.) for over twenty-four (24) months after exhausting any sick time benefits and Weekly Indemnity benefits that the employee may have been entitled.

11:06 When an employee transfers from full time to part time or transfers from part time to full time they will be credited with their accumulated seniority to date.

11:07 Seniority is retained and accrued when an employee is absent from work under the following conditions:

- (a) vacations and paid holidays
- (b) is in receipt of W.S.I.B. payments for twenty-four (24) months
- (c) is on an approved leave of absence for three (3) months if the employee is full time or four (4) weeks if the employee is part time.

11:08 Seniority is retained but not accumulated when an employee is absent under the following circumstances:

- (a) scheduled days off;
- (b) a leave of absence extended beyond the time limits as stated in Article 11:07(c);
- (c) is on a leave for illness or injury (not compensated by WSIB) for more than twelve (12) months.

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| ARTICLE 12 - LAYOFF AND RECALL |
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- 12:01 (a) Where it is necessary to reduce the working force of employees, the following procedure will apply provided it does not prevent the Employer from maintaining a working force of employees who are qualified to do the work available. A layoff shall include a permanent or long term reduction of the hours in an employee's regularly scheduled hours of work. A short term layoff is defined as less than thirteen (13) weeks and will not result in loss of health and welfare benefits for enrolled employees.
- (b) So long as full time positions exist, there will be no splitting of that position into two (2) or more part time positions without agreement of the Union.
 - (c) Where the Employer has additional work within a classification that is not the result of absence(s) of regular employees, and such work meets or exceeds twenty (20) hours per week for a three (3) month consecutive period, such vacancy shall be posted.

12:02 Layoff and Recall

- (a) In the event of layoff, the Facility shall lay off employees in the reverse order of their seniority based on date of hire.
- (b) An employee subject to layoff shall have the right to either:
 - (i) accept the layoff; or
 - (ii) displace an employee who has lesser bargaining unit seniority, who is qualified and able to perform the duties and who is the least senior employee in the employees preferred shift; or
 - (iii) the decision of the employee to choose (i) or (ii) above shall be given in writing to the designated Facility representative within five (5) working days (excluding Saturdays, Sundays and paid holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff. An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she or he has the ability and qualifications to perform the work before such opening is filled on a regular basis under a job posting procedure.

The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications of an employee to perform the work for the purposes of the paragraph above, the Facility shall not act in an arbitrary or unfair manner. Any dispute can be referred to arbitration.

- (c) An employee recalled to work in a different classification from which she or he was laid off shall have the privilege of returning to the position she or he held prior to the layoff should it become vacant within six (6) months of being recalled.
- (d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Facility of her/his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Facility (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. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her/his proper address being on record with the Facility.
- (f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working 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) No full time employee within the bargaining unit shall be laid off by reason of her/his duties being assigned to one or more part time employees.
- (h) A laid off post probationary employee shall retain the rights of recall for a period of twenty-four (24) months.

12:03 In the event of a layoff of a permanent nature the Employer will provide the union with at least six weeks' notice. (This does not apply to an act of God). The Employer and the union will meet during this time to discuss:

- (a) The reason for the layoff;
- (b) Areas of cutbacks;
- (c) Implementation time period.

Should the Employer and the Union come to agreement in writing regarding the method of implementation it shall take precedence over the terms of this layoff.

12:04 Layoff Notice

The Employer will give notice in accordance with the current Employment Standards Act (E.S.A.). The E.S.A will be deemed to have been amended to provide notice to the affected employee as follows:

- (i) service greater than nine (9) years — 9 weeks' notice;
- (ii) service greater than ten (10) years — 10 weeks' notice;
- (iii) service greater than eleven (11) years — 11 weeks' notice;
- (iv) service greater than twelve (12) years — 12 weeks' notice.

The notice given to the Union as described in Article 12:03 is not in addition to any notice the Employer may be required to give an employee.

The Employer cannot be prevented from maintaining a work force of qualified employees who are capable of performing work that remains available.

Employees will be laid off in reverse order of seniority.

It is understood that probationary employees will be the first to be laid off. Should further reductions be required, part time employees shall be laid off next.

Recall

- (i) Employees shall be recalled to their original positions in reverse order of layoff;
- (ii) Employees may be recalled out of seniority provided there is no employee with more seniority qualified to immediately perform the job requirements;
- (iii) If an employee is recalled but cannot report for work due to illness or injury on the date specified, but is able to report within sixty (60) days of that date, such accommodation shall be granted provided satisfactory evidence confirming the illness or injury is provided.

Should the recalled employee be unable to report to work within the sixty (60) days, then the next most senior qualified employee shall be notified.

The ill or injured employee shall retain their seniority position for the next recall provided satisfactory evidence confirming their ability to return to work has been provided.

ARTICLE 13 - HOURS OF WORK

13:01 The following is intended to define the normal hours of work but shall not be interpreted as a guarantee of hours per day or per week, or day(s) of work per week.

13:02 The normal hours of work shall average thirty-seven and one half (37.5) hours per week over the schedule employed in the Facility with a seven and one half (7.5) hour daily

shift excluding meal period. The hours per week may be averaged over a biweekly pay period. RPN's who are required to remain in the building during their meal break shall be paid for thirty (30) minutes of their thirty (30) minute break, but not to count toward overtime calculation.

- 13:03 Shift schedules covering a minimum two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Supervisor in writing one (1) week in advance of the posting. After the schedule has been posted, the Employer must call the employee to notify them of any additional changes to the current schedule.
- 13:04 Employees will not be scheduled for seven (7) consecutive shifts without being given two (2) consecutive days off unless mutually agreed.
- 13:05 The Employer will endeavour to schedule each employee a minimum of one (1) weekend off in every three (3).
- 13:06 In the event an employee of their own accord for their own convenience wishes to exchange shifts with another employee they shall submit such request in writing to their immediate Supervisor. This request must be signed by both employees. The Employer will not incur any additional expenses (i.e. overtime etc.) by granting the request. Requests will not be denied in an arbitrary manner.
- 13:07 Employees shall not be required to take time off in regular hours in lieu of overtime worked unless requested by the employee.
- 13:08 (a) Over time will be paid at time and one half (1.5) times their regular rate of pay for all hours worked in excess of seven and one half (7-1/2) hours in a day (no consecutive hour's limitation); or
- (b) Seventy-five (75) hours bi-weekly; or
- (c) If a full time employee is required to alter their posted day off by the Employer the employee shall receive the overtime rate of time and one-half (1.5) hours worked on this day. This does not apply to an employee accepting a call in shift.
- 13:09 All overtime must be approved by the Executive Director or designate prior to an employee working any time which would be considered overtime as stated in Article 13:11.
- 13:10 Hours to be included in calculating overtime are:
- (a) Paid ill time;
- (b) W.S.I.B payments;
- (c) Bereavement;
- (d) Holidays;

(e) Vacation; or

(f) Union leave.

13:11 "Call in" shall mean the calling into work at the Employers request of an employee on an assigned day off as per the posted schedule. Employees who are called in will be paid overtime at the rate of time and one half (1.5) their regular rate for all hours worked. Employees who are regularly scheduled to work less than seventy-five (75) hours biweekly shall only qualify for this overtime rate on a call in if they have worked in excess of seventy-five hours in the pay period. If an employee is called in within one half (1/2) hour of the shift start and they report to work within one (1) hour of the call they shall be paid as if they had worked the entire shift, provided they complete the entire shift. An employee who reports to work for a call in will be guaranteed a minimum of four (4) hours of work.

13:12 Each seven and one half (7.5) hour shift shall include two fifteen (15) minute rest periods as well as a one half (1/2) hour unpaid meal break. Each six (6) hour shift shall include one fifteen (15) minute rest period as well as one half (1/2) hour unpaid meal break.

13:13 Employees required to perform work in a higher paying job classification shall receive the next highest wage rate above their regular rate in the higher classification. Employees requested to perform the work in a lower paying job classification shall receive the rate of the classification at the level of their current classification.

13:14 Employees who report to work as scheduled and no work is available will receive four (4) hours of pay and or work unless:

(a) They were notified not to report for work at least twenty-four (24) hours in advance;

(b) Such lack of work is beyond the control of the Employer such as an act of God (fire, flood etc.).

13:15 Employee's required to work a continuous shift of eleven and three quarter (11.75) hours, will be supplied with a free meal by the Employer on that shift.

ARTICLE 14 - JOB POSTING

14:01 The Employer shall post on a designated bulletin board vacancies which the Employer intends to fill or jobs of a permanent nature within the scope of this Collective Agreement for a period of seven (7) working days.

14:02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis that does not exceed thirty (30) days.

14:03 In the event one (1) or more applicants apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. When the

qualifications, experience and ability are relatively equal, then seniority shall prevail. Seniority in this case will be date of hire.

14:04 Nothing herein prevents the Employer from hiring from outside the bargaining unit once the posting procedure is exhausted

14:05 The Employer agrees to post on the bulletin board the name of the successful applicant.

14:06 The successful applicant shall be placed on trial in the new position for a period of thirty (30) days worked. Such trial promotion or transfer shall become permanent after the trial period ends unless:

- (a) the employee feels she is not suitable for the position and wishes to return to her former position; or
- (b) the Employer feels that the employee is not suitable for the position and requires that she return to her former position.

In the event of either (a) or (b) above, the employee will return to her former position and salary without loss of seniority. Any employees promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

14:07 Only the original job and the first vacancy from the successful applicant will be posted.

14:08 When an employee is assigned to temporarily perform duties and assume responsibilities of a higher paying classification in the bargaining unit she shall be paid the rate in the classification immediately above her current rate for all hours worked in the assignment.

14:09 It is agreed that successful applicants of the job bidding procedure will not be permitted to re-apply for any other posted job vacancy for a period of six (6) months. Except in case where the rate of pay is higher or shift preference. This will not apply if an employee is in a temporary position and the new posting, in question is for a full time or part time position of a permanent nature.

ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE

15:01 Preamble

Pregnancy leave and parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

- (a) An employee who has been employed by the Facility for a period of at least thirteen (13) weeks immediately preceding the expected birth date shall be entitled upon her application, to a pregnancy leave of absence without pay commencing during the period of seventeen (17) weeks immediately preceding the expected birth date.

- (b) The pregnancy leave of an employee:
 - (i) who is entitled to parental leave, ends seventeen (17) weeks after the pregnancy leave began;
 - (ii) who is not entitled to parental leave, ends on the later of:
 - 1. the day that is seventeen (17) weeks after the pregnancy leave began; or
 - 2. the day that is six (6) weeks after the birth, stillbirth or miscarriage.
- (c) The above noted pregnancy leave may be shorter than seventeen (17) weeks if the employee gives the Facility at least four (4) weeks written notice of the day the employee intends to return to work.
- (d) The employee must give the Facility at least two (2) weeks written notice of the date the pregnancy leave is to begin and a certificate of a legally qualified medical practitioner stating the expected birth date.
- (e) Paragraph 15:01 (d) does not apply in the event that the employee stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage that happens earlier than the employee is expected to give birth. In such cases, the employee must, within two (2) weeks of stopping work, give the Facility written notice of the date the pregnancy leave began or is to begin and must give a certificate from a legally qualified medical practitioner that
 - (i) in the event the employee stopped working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date; or
 - (ii) in the event of birth, stillbirth or miscarriage that happens earlier than the employee was expected to give birth, states the date of birth, stillbirth or miscarriage and the date the employee was expected to give birth.
- (f) An employee who has given notice:
 - (i) to begin pregnancy leave may change the notice to an earlier date if the employee gives the Facility at least two (2) weeks written notice before the earlier date or to a later date if the employee gives the Facility at least two (2) weeks written notice before the leave was to begin;
 - (ii) to end pregnancy leave may change it to an earlier date if the employee gives the Facility at least four (4) weeks written notice before the earlier date or to a later date if the employee gives the Facility at least four (4) weeks written notice before the date the leave was to end.

15:02 Parental Leave

- (a) An employee who has been employed by the Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a parental leave of absence without pay following the birth of a child or the coming of the child into the custody, care and control of the employee parent for the first time.
- (b) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Facility at least four (4) weeks written notice of that date. Parental leave entitlement for employees who did not take pregnancy leave is thirty-seven (37) weeks.
- (c) Such parental leave may begin no more than thirty five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the employee parent for the first time.
- (d) The employee must give the Facility at least two (2) weeks written notice of the date the parental leave is to begin. The employee need not give such notice in the event the employee who is the parent stops working because the child comes into the custody, care and control of the employee for the first time sooner than expected. In such case, the parental leave begins on the date the employee stops working provided that the employee gives the Facility notice in writing that the employee wishes to take parental leave within two (2) weeks of stopping work.
- (e) An employee who has given notice:
 - (i) to begin Parental Leave may change the notice to an earlier date if the employee gives the Facility at least two (2) weeks written notice before the earlier date or to a later date if the employee gives the Facility at least two (2) weeks written notice before the leave was to begin.
 - (ii) to end Parental Leave may change it to an earlier date if the employee gives the Facility at least four (4) weeks written notice before the earlier date or to a later date if the employee gives the Facility at least four (4) weeks written notice before the date the leave was to end.

15:03 Employee Benefits

An employee:

- (i) who elects to participate in the benefit plans specified in Article 22; and
- (ii) who elects not to contribute his or her contribution towards the premium costs of the said benefit plans shall advise the Facility in writing at the same time as he or she initially advised the Facility in writing of the date the pregnancy or parental leave is to begin.

Subject to paragraph 15:04 below, an employee who fails to so advise the Facility in writing will be deemed to elect not to participate in the said benefit plans.

15:04 An employee who elects or is deemed to elect to participate in the benefit plans during the pregnancy or parental leave shall pay to the Facility his or her full contribution owing at least one (1) week in advance of the first of each month of coverage as a condition for participation in the said benefit plans and for the Facility paying its contribution of the premium costs for the said benefit plans.

15:05 Seniority

Seniority continues to accrue during pregnancy leave to a maximum of seventeen (17) weeks and during parental leave to a maximum of thirty-five (35) weeks if the employee has successfully completed probation.

15:06 Reinstatement

Subject to paragraph 15:07 below, the Facility shall reinstate the employee who has taken pregnancy leave or parental leave when the leave ends to the position the employee most recently held with the Facility, if it still exists, or to a comparable position, if it does not.

15:07 If the Facility's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Facility shall reinstate the employee, when the operations resume in accordance with the Facility's seniority system or practice, if any.

15:08 The Facility shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee was most recently paid by the Facility or the wages that the employee would be earning had the employee worked throughout the leave.

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| ARTICLE 16 - UNION LEAVE |
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16:01 (a) The Employer shall grant leaves of absences to Union members to attend Union conventions, seminars, education classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the facility. Employees on Union leave will have their pay for scheduled shifts missed continued by the Employer. The Employer will forward a statement of such wages to Local 2458 for reimbursement and Local 2458 undertakes to make payment within a reasonable period of time.

(b) An employee elected or appointed to a full time position with the Union shall be granted a leave of absence without pay and benefits, etc. for the period of twelve months from the date the leave commenced. During such leave seniority and service shall be retained but not accrued.

Upon returning to work, such employee will be reinstated in their former job provided they have the service retained prior to the leave, if not, they shall be eligible to apply for any job within the bargaining unit by means of the Job Posting Procedure.

16:02 Employees who are on leave of absence (except leave for union business) will not engage in gainful employment on such leave. If an employee does engage in gainful

employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement and will be subject to discharge.

ARTICLE 17 - BEREAVEMENT LEAVE

17:01 (a) When a death occurs in the immediate family (spouse, common law spouse and children as defined in the Ontario Family Law Reform Act, son, daughter, step-children, mother, father, step-parents) of an employee, such employee shall be granted a leave of five (5) consecutive calendar days off without loss of their regular pay for scheduled hours in conjunction with the days of the funeral.

Note: "Spouse" for the purposes of bereavement leave shall include a partner of the same sex.

(b) When a death occurs in the immediate family (brother, sister, legal guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law or daughter-in-law) of an employee, such employee shall be granted a leave of three (3) consecutive calendar days off without loss of their regular pay for scheduled hours in conjunction with the days of the funeral.

(c) It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days and does not include pay for days off.

(d) In the event that an employee needs more time off for a bereavement leave, the Employer may grant an additional unpaid leave for a period mutually agreed upon.

(e) It is understood and agreed that for purposes of this Article the Employer will recognize only the current set of in-law relationships and such current relationships shall not be deemed to be broken by death.

17:02 Upon the death of an employee's Aunt or Uncle, spouses Aunt or Uncle, the employee shall be granted one (1) day bereavement with pay to attend the funeral.

17:03 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 vacation pay.

17:04 Additional unpaid leave may be granted at the discretion of the Employer.

17:05 In the event that a death occurs during an approved vacation, the employee will be able to reschedule their vacation.

ARTICLE 18 - JURY AND WITNESS DUTY

18:01 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 workplace, the employee shall not lose regular pay because of such attendance provided the employee:

- (a) notifies the Employer within twenty-four (24) hours of the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof.

ARTICLE 19 - LEAVE OF ABSENCE

19:01 The Employer may grant at its discretion a leave of absence up to and including five (5) working days without pay for legitimate reasons provided it receives a written request two (2) weeks prior to the intended commencement of such leave. The request for the leave of absence shall indicate the reason for such request and shall specify the date of departure and the date of return. The requirement for a written request may be waived in case of actual emergency. Employees will continue to accrue seniority while on leave and will return to their posted position.

19:02 The Employer may grant at its discretion a leave of absence in excess of five (5) working days without pay for extenuating personal reasons, provided it receives a written request four (4) weeks prior to the intended commencement of such leave. The request for the leave of absence shall indicate the reason for such request, and shall specify the date of departure and the date of return. Without limiting the generality of the above, the leave will not be granted if it causes inconvenience to the normal operations of the Employer. Employees will continue to accrue seniority while on leave.

19:03 Employees who are on leave of absence will not engage in gainful employment while on such leave unless with the written consent of the Employer, and if the employee does engage in gainful employment while on such leave without such written consent, he or she will forfeit his or her seniority and be deemed to have terminated his or her employment.

19:04 An employee who overstays a leave of absence, unless he or she obtains permission or provides a satisfactory explanation, will forfeit his or her seniority and be deemed to have terminated his or her employment.

19:05 Unpaid leave of absence in excess of thirty (30) consecutive days shall not count as service.

19:06 The Employer shall only be responsible for their share of benefit premiums for the calendar month the leave commences. An Employee may maintain their benefits, after this time by depositing to the Employer the full premium amount at the beginning of each month.

19:07 An employee shall not accumulate vacation, sick leave credits or any other benefit while on a leave of absence unless otherwise specified in this agreement.

19:08 The Company will supply the union with a copy of all approved or denied request for Leave of Absence.

ARTICLE 20 - EDUCATION LEAVE

20:01 Whenever required by the Facility, the employee shall be granted a leave of absence, with pay, to complete a required course(s). During such leave of absence, seniority shall accumulate as if the employee had worked. The Employer agrees that in such cases, as mentioned above, they will pay 50% of the cost of such courses.

If such leave is granted, the terms of such leave shall be identified in writing prior to the taking of such leave (including the specified date of return).

ARTICLE 21 - STATUTORY HOLIDAYS

21:01 (a) Every full time employee, provided they qualify under the terms listed below, shall be entitled to receive general holiday pay for the paid holidays listed below.

(b) For the purposes of this Article a full time employee is defined as one who is regularly and routinely scheduled for seventy-five (75) hours biweekly.

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

21:02 There will be one (1) additional float holiday, the intent is that there will be no more than twelve (12) paid holidays.

21:03 In order to qualify for Holiday pay, the employee must work his normal scheduled work day preceding and following the holiday except where absence is due to illness, injury or approved leave of absence as provided for in this agreement. Approved leave of absence so stated in this paragraph excludes maternity leave. If an employee is absent on a paid holiday when scheduled for work, she shall forfeit all pay for the holiday unless due to illness, injury or approved leave of absence by the Employer.

21:04 If an employee regularly schedule thirty-seven and one-half (37-1/2) hours per week is scheduled to work on a paid holiday and actually works, he may elect either:

(a) Pay at one and one-half (1-1/2) his normal daily rate for work performed on such holiday in addition to the employees normal pay; or

(b) Time and one-half (1-1/2) and a lieu day. Employee shall request this earned lieu day in writing within 15 days before or after the holiday and shall utilize it within 45 days of the said holiday. If the day is not requested within the 15 days it will

be paid out by the Employer in the subsequent pay period. All requests will be subject to the requirements of the home.

21:05 In the event that any paid holiday falls on a full time employee's day off or during his vacation period, he shall receive an additional day's pay in the said pay period or a compensating day off with pay in lieu.

21:06 (a) All other employees will receive four point four percent (4.4%) of regular wages earned on each pay cheque in lieu of holiday time and pay.

(b) An employee who receives four point four percent (4.4%) of regular wages in lieu of holiday time and pay shall receive time and one half (1-1/2) when working on a holiday (as defined in Article 21:01) for all hours worked.

ARTICLE 22 - VACATION ENTITLEMENT

22:01 For the purposes of calculating eligibility, the vacation year shall be the period from June 1st of any year to May 31st of the following year. Vacation entitlement shall be calculated on May 31st of each year.

22:02 For the purpose of this Article the definition of a full time and part time employee is as described in Article 3:01.

22:03 All employees who have less than one year of service as of the vacation calculation date are entitled to one (1) day for each month of service completed to a maximum often (10) days.

22:04 All employees with one (1) year of service, but less than three (3) years of service as of the vacation calculation date are entitled to ten (10) days' vacation calculated at four percent (4%) of gross earnings.

22:05 All employees with three (3) years of service, but less than eight (8) years of service are entitled to fifteen (15) days' vacation calculated at six percent (6%) of gross earnings.

22:06 All employees with eight (8) years or greater are entitled to twenty (20) days' vacation calculated at eight percent (8%) of gross earnings.

22:07 All employees with fifteen (15) years of service or greater are entitled to twenty-five (25) days' vacation calculated at ten percent (10%) of gross earnings.

22:08 All employees with twenty-five (25) years of service or greater are entitled to thirty (30) days' vacation calculated at twelve percent (12%) of gross earnings.

22:09 Vacation time is not cumulative and all vacation entitlement must be taken within the vacation year.

22:10 If a statutory holiday falls during an annual vacation period the vacation will be, extended by one day or another day can be selected by the employee within the

twenty-eight (28) days of the actual statutory holiday with mutual agreement. If an employee becomes sick or injured during an annual vacation period, the vacation period still stands. Employees cannot waive vacations and draw double pay.

- 22:11 Employees who resign, are laid off or are dismissed shall be paid vacation pay on the basis set out in Article 22:02 to Article 22:05 for all time worked from May 31st of the year last completed and in respect of which the employee has not previously received vacation pay.
- 22:12 For the purpose of vacation entitlement for full time employees, service shall be defined as date of hire. For vacation entitlement for part time employees service shall be defined as 1650 hours paid equals one year of service.
- 22:13 A vacation schedule will be posted annually by May 15th by the Employer. Each full time Employee will indicate their vacation preference by June 1st. The Employer will then establish a vacation schedule which will be reposted by June 15th. Vacations will be awarded by seniority giving due consideration to the operational needs of the facility. All requests received after the June 1st deadline will be granted on a first come first serve basis and the employee will be unable to evoke seniority rights to bump a less senior employee. Employees who do not provide the Employer with vacation dates will have their vacation scheduled by the Employer prior to the expiry of the vacation year.
- 22:14 Vacation pay for employees will be paid through regular payroll as approved vacation days are taken.
- 22:15 Five (5) vacation days may be taken as individual days with the permission of the Employer. Employees with vacation entitlement of twenty (20) days or more may take ten (10) vacation days as individual days with the permission of the Employer.
- 22:16 Part time employees who do not take scheduled vacation days as above, shall be paid their vacation entitlement in full, by separate cheque, on the pay previous to September 30th of each year.

No employee shall suffer a reduction in vacation entitlement with this change.

NOTE: Employees who, as of ratification, are now entitled to an increased vacation benefit will begin accruing the higher percentage as of ratification. The Employer is not responsible to accrue vacation pay retroactively.

When an employee transfers from full time to part time their years of service shall be multiplied by 1650 hours to establish their seniority hours.

If a part time employee transfers to full time their total hours shall be divided by 1625 to establish a seniority date.

- 22:17 The Employer will endeavour as of May 1st of each year, based on operational requirements, review and if possible approve a summer schedule for Kitchen, R.A.'s and Housekeeping. This schedule would provide every other weekend off up to Labour Day.

ARTICLE 23 - HEALTH AND WELFARE BENEFITS

23:01 For the purposes of this Article a full time employee is defined as one who is regularly and routinely scheduled for seventy-five (75) hours biweekly. Only those employees so defined are eligible to participate.

23:02 The Employer agrees to provide life insurance to all participating employees in the amount of twenty five thousand dollars (\$25,000.00) for the current description of eligible employees. The Employer will pay one hundred percent (100%) of the premiums.

23:03 The Employer agrees to pay one hundred percent (100%) of the billed single/family premium rate for what is known as the Blue Cross extended Benefit Plan with a \$10.00/\$20.00 deductible feature (or similar plan) on the basis of mandatory participation, but if an employee is otherwise covered, the Employer shall not be obligated to contribute. The Employer will add physiotherapy and chiropractic services as of ratification to the current coverage of two hundred dollars (\$200.00) per practitioner per calendar year.

The Employer will provide a Vision Care Plan providing for one hundred, fifty dollars (\$150.00) in a twenty-four (24) month period for eligible eye glasses, contact lens prescriptions or eye examinations by a licensed physician or optometrist. Effective June 1st, 2005 this benefit will increase to two hundred dollars (\$200.00) every twenty-four (24) months.

23:04 The Employer agrees to provide a dental plan (Blue Cross #9 or similar plan) on the basis of mandatory participation, but if an employee is otherwise covered, the Employer shall not be obligated to contribute. It is agreed that this plan will provide an O.D.A fee schedule one (1) year in arrears of the current O.D.A. fee schedule.

23:05 The Employer will provide a weekly indemnity plan to a maximum of sixty-six and two thirds percent (66-2/3%) of earnings to the nearest five dollars (\$5.00). Disability due to pregnancy is not covered. The employee must co-operate with the Employer and the insurance carrier by complying with all requests for documentation etc. The Employer will pay one hundred percent (100%) of the billed premium rate.

23:06 An employee who has opted out of benefit coverage may not re-enrol in benefit coverage unless a material change in personal circumstances has occurred (no longer covered by spouses plan etc.). Employees may only exercise this option once annually.

23:07 Post probationary part time employees who are regularly and routinely scheduled forty-five (45) hours up to seventy-five (75) hours biweekly may join the premium based insurance plans as described in Articles 23:02 and 23:03 and will be responsible to pay one hundred percent (100%) of all premium costs. Should an employee opt to join they must participate in the Life Insurance Plan as outlined in Article 23:02

Not to adversely affect anyone entitled to or enrolled in benefit plans or that are covered by Letter of Understanding #1.

ARTICLE 24 - SICK LEAVE

- 24:01 For the purpose of this Article a full time employee is defined as one who is regularly and routinely scheduled to work seventy-five (75) hours biweekly. Effective January 1st, 2006, seventy-five (75) hours decreases to forty-five (45) hours biweekly. Only those employees so defined are eligible to participate in the Sick Leave Plan.
- 24:02 Absence for sickness or accident compensated by Workers Compensation will not be charged against sick leave credits. An employee may supplement payments received from Workers Compensation up to their normal biweekly pay amount (exclusive of overtime, premiums, etc.) by using available sick leave credits. To access this program the employee must produce the payment statements they receive from WSIB and the Employer will pay the difference on the next payroll run. The employee may not put their sick leave credits into a negative balance.
- 24:03 Any employee absenting themselves on account of personal illness must notify the Employer on the first day of illness at least four (4) hours, if possible, before the start of their shift. Failure to give such notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence. When an employee is absent due to personal illness, a prescribed form requesting sick leave benefits and any forms required under the Employers Weekly Indemnity plan will be filled out and signed by the employee. The employee will deliver the forms to the Employer within seven (7) days of the commencement of such absence. The Employer will render assistance in helping employees to complete the required forms. Claim forms will be made available to employees who are off ill. Failure to follow this procedure may result in loss of sick pay benefits for the entire period of absence.
- 24:04 During any illness the employee will notify the Employer of his intention to return to work as far in advance as possible.
- 24:05 Employees whose sick leave credits are exhausted may apply in writing for a further unpaid leave if such absence will exceed two (2) months.
- 24:06 It is understood and agreed by both parties that neither pregnancy nor resulting child birth nor complications arising from child birth shall be considered as personal illness for the purpose of this Article.
- 24:07 To protect employees from loss of income the Employer has agreed that an employee absenting himself from work due to legitimate illness will be paid their straight hourly wage for all hours missed, from the employees sick leave bank to the extent of his accumulated sick leave credits or to the date when he becomes entitled to benefits under the Employers Group Insurance Plan (Weekly Indemnity) whichever occurs first. Sick leave benefits covered by Weekly indemnity will not be charged against accumulated sick leave. An employee is entitled to further sick leave benefits following the expiration of Weekly Indemnity benefits to the extent their accumulated sick leave credits allow.

- 24:08 (a) Employees as defined in Article 24:01 shall accrue sick leave benefits at the rate of nine point five (9.5) hours for every one hundred, fifty (150) hours worked. For employees regularly and routinely scheduled seventy-five (75) hours biweekly they may accrue sick leave benefits to a maximum of six hundred, seventy-five (675) hours. For employees regularly and routinely scheduled forty-five (45) hours up to seventy-five (75) hours biweekly they may accrue sick leave benefits up to a maximum of thirty (30) hours.
- (b) Sick leave credits shall not be accrued until the employee has successfully passed probation. Once completed an employee regularly and routinely scheduled seventy-five (75) hours biweekly shall be credited with twenty-eight (28) hours of sick leave credit. For employees regularly and routinely scheduled forty-five (45) up to seventy-five (75) hours biweekly they shall be credited with seven point five (7.5) hours of sick leave credit upon completion of probation.
- 24:09 Employees claiming sick leave credits for a period exceeding two (2) days will supply the Employer with a certificate from a duly certified medical practitioner indicating proof of disabling sickness or accident before payment of any sick leave benefits. If the Employer believes that an employee is abusing the sick leave program the Employer has the right to require a medical certificate confirming the employee's absence for reason of disabling sickness or accident prior to payment of any sick leave benefits.
- 24:10 Sick leave credits do not accrue while an employee is on a leave of absence except in the case of pregnancy leave where such benefit accrues to the end of the month in which the employee commences the pregnancy leave. Employees are not entitled to sick leave credits upon termination of their employment, retirement or on death.
- 24:11 An employee absenting themselves for reason of disabling sickness or accident may elect not to access their sick leave credits.
- 24:12 Not adversely to affect anyone entitled to or enrolled in sick leave plans or that are covered by Letter of Understanding #1.
- 24:13 The Union agrees to work with the Employer in controlling the unnecessary use of sick leave credits. Any abuse of sick time will result in disciplinary action up to and including termination.

ARTICLE 25 - RRSP

- 25:01 All employees who have completed their probation period are eligible to join the Registered Retirement Savings Plan, Entry can occur twice annually, in January and June. Participation in the plan is on a voluntary basis and must be requested by completion and submission of an application form no later than November 15th preceding the start of the year or May 15th prior to the July 1st sign up date. The Employer agrees to inform employees of enrolment opportunities via a memo attached to their pay stub thirty (30) days prior to the enrolment dates in January and July of each year.

25:02 Employees who have joined the plan will contribute four percent (4%) of regular earnings to the plan and such monies will be deposited directly in their account. The company will contribute one hundred percent (100%) of the employee required contributions that have been made biweekly.

25:03 An employee may designate additional bi-weekly contributions up to the Revenue Canada maximum to be deducted in fixed dollar amounts from her pay. No company contributions will be made on voluntary contributions.

25:04 (a) An employee may withdraw all or a portion of her savings under this plan plus interest credits but excluding all company contribution. If this option is exercised, the employee will not receive company contributions to her plan for the next twelve (12) months following the month that the withdrawal was made.

(b) The employer is prepared to allow an employee to transfer their R.R.S.P. contributions but not the Employer's contributions out of their fund without penalty if:

(i) The monies are being transferred to an established R.R.S.P. held by the employee.

(ii) The employee enters into an agreement with the Employer stipulating that should the employee withdraw part or all of their funds they and/or the agency controlling the R.R.S.P. will inform the Employer within fourteen (14) days of the action. The penalty, as stated in Article 25:04, will then be applied.

(iii) It is the employee's responsibility to inform the new agency controlling their R.R.S.P. funds of this requirement and to ensure their compliance to the stipulations.

ARTICLE 26 - IN-LIEU

26:01 Full time (less than 75 hours biweekly) and part time employees shall receive an additional seventy (\$0.70) cents per hour worked in lieu of Health and Welfare and Sick Leave benefits which will be applied to their applicable rate of pay. The in-lieu payments are not subject to premium rate payments.

ARTICLE 27 - BULLETIN BOARDS

27:01 The Employer agrees to supply and make available a bulletin board to the Union for posting of seniority lists and notices pertaining to the Union and the Employer and its employees. It is agreed that no notice will be posted on the bulletin board without prior approval of the Employer.

ARTICLE 28 - PERSONAL FILE

28:01 An employee may request, in writing, an opportunity to view his personal file in the presence of his or her Supervisor or delegated representative. The request shall be made to the Executive Director five (5) days prior to the review. The information the employee may review will be his or her application form, any written evaluation or formal disciplinary notations or incident reports in the file.

28:02 It is agreed that any derogatory notices or disciplinary actions will be removed from an employee's file as follows:

- (a) Verbal and written – eighteen (18) months; and provided they remain free of discipline of same kind and nature during this period, failing which date for removal to run from latest incident.
- (b) Suspensions – twenty-four (24) months; and provided they remain free of discipline of same kind and nature during this period, failing which date for removal to run from latest incident.
- (c) Any form of resident abuse will remain on the employees' files for thirty-six (36) months and provided they remain free of discipline of same kind and nature during this period, failing which date for removal to run from latest incident.

ARTICLE 29 - NEW CLASSIFICATION

29:01 Where a new classification, which is covered by this Agreement, is established by the Employer and no rate for such classification is provided in the Agreement, the Employer will determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate is given by the Employer. Should the Employer and the union be unable to reach a satisfactory agreement either party may forward the issue to Arbitration (as per Article 10) within ten (10) days post the initial meeting.

ARTICLE 30 - PRINTING OF AGREEMENT

30:01 The parties agree that they will equally share the cost of printing the Collective Agreement.

ARTICLE 31 - JOINT HEALTH AND SAFETY COMMITTEE

31:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury or illness.

- 31:02 Recognizing its responsibilities under the applicable legislation, Ontario Occupational Health and Safety Act, 1980, there will be at least two (2) Unifor Local 2458 members on the Joint Occupational Health and Safety Committee. Such representative will be selected or appointed by the Union from amongst bargaining unit employees.
- 31:03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 31:04 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- 31:05 Meetings shall be held every second month or more frequently, if required, at the call of the chair. Minutes shall be taken of all meetings and copies provided to all members of the Occupational Health and Safety Committee.
- 31:06 Time off, along with one hour preparatory time if necessary, for such representative(s) to attend meetings of the Occupational Health and Safety Committee in accordance with the foregoing shall be granted, and any representative(s) attending such meeting shall be paid their regular earnings as a result of such attendance, along with one hour preparatory time, and shall not lose income as a result of such attendance.
- 31:07 Two representatives of the Joint Health and Safety Committee, one from management and one from the Union, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety committee the results of their inspection. Time spent in all such activities shall be considered time worked.
- 31:08 In the event of a critical accident or injury or death, the certified representatives shall be notified immediately and shall investigate and report as soon as possible to the Union and the Employer on the nature and cause of the accident or injury. Time spent in all such activities shall be considered time worked.
- 31:09 Representatives shall be notified of the inspection of a government inspector and shall have the right to accompany them on inspections. Time spent in all such activities shall be considered time worked
- 31:10 The Joint Health and Safety Committee and its representatives shall have full access to information required by the Ontario Health and Safety Act to fulfil their responsibilities.
- 31:11 Each year on April 28th at 11:00 a.m., those employees who wish to observe one (1) minute of silence in memory of workers killed or injured on the job may do so.

ARTICLE 32 - WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

- 32:01 Where an employee is absent due to illness or injury that is compensable by WSIB, the following shall apply:

- (a) The Employer shall continue to pay his share of the premiums of any and all health and welfare benefits as long as the employee continues to pay their share of the premiums for a period of eighteen (18) months from the date the absence commenced, in accordance with the WSIB.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, providing the employee pays the total cost of the premiums to the Employer for each monthly period during the absence. Employees must submit the premiums by the fifteenth of the prior month to the Employer or the Employer will drop coverage and the employee will not be entitled to insurance coverage until he/she returns to work.
- (c) An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this agreement during any absence covered by Workers' Compensation except where specified otherwise. An employee's absence during which he/she receives Worker's Compensation shall be considered as time worked for the purpose of calculating vacation pay, providing the employee returns to work within fifty-two (52) weeks after the injury or illness occurred.
- (d) If the anticipated length of an absence due to a compensable accident is of three (3) months' duration or more, the Employer will post notice of the vacancy in accordance with the job posting procedure in this agreement. An injured employee shall have a period of two (2) years within which he/she shall retain seniority; within these two (2) years he/she shall have the right to return to work, but only if his/her doctor indicates to the Employer that he/she has the physical capacity to fully perform his/her normal job.
- (e) If an employee returns to work within a two (2) year period, he/she shall regain his/her former job or its equivalent without loss of seniority or benefits accrued to the date of injury. In such a case, the returning employee will displace the employee with the least seniority in the department to which the former is returning.
- (f) If an employee returns to work under the modified work program, such return to work shall be considered a continuation of his/her current period of Workers' Compensation.
- (g) If on the recommendation of WSIB and their attending physician, the employee is capable only of performing work of a different kind, or lighter nature and such work is available within the existing bargaining unit classifications or job routines then the employee may exercise her seniority by bumping into the job at the corresponding job rate displacing the employee with the least seniority in the classification. This may only occur if:
 - (i) the medical requirement for a different kind, or lighter nature job is of a permanent nature.
 - (ii) The employee is able to fulfil all responsibilities of the position within their limitations, if any.
 - (iii) The employee is qualified to perform the duties of the position.

ARTICLE 33 - LABOUR/MANAGEMENT COMMITTEE

33:01 The Union Committee and Employer will meet at times mutually agreed or monthly should either feel there is business for their consideration. Such meeting shall be arranged as promptly as possible, upon request by either party. Attendance at such meetings shall be considered time worked and the employees will not lose regular pay as long as they were scheduled to work. If for any reason the meeting is cancelled and there is an agenda the parties will reschedule the meeting within one (1) week. It is agreed that the Union shall be provided an opportunity during a Labour/Management Committee meeting to make representations on staffing levels due to increased census and or acuity levels.

ARTICLE 34 - UNIFORMS

34:01 All full time employees will receive a uniform allowance of thirteen dollars (\$13.00) per month worked. All other employees shall receive a uniform allowance of seven dollars (\$7.00) per month worked. The sole and exclusive purpose of the uniform allowance is for employees to maintain and purchase uniforms.

ARTICLE 35 - WAGES

35:01 The Employer agrees to pay and the Union agrees to accept for the term of this agreement the rates of wages as outlined in Schedule "A" attached hereto.

35:02 Employees will be paid biweekly on every second Friday. If a paid holiday falls on a pay Friday, employees will be entitled to be paid on the Thursday preceding the normal pay day.

35:03 It is understood that Pay Equity has been maintained for the duration of this agreement.

ARTICLE 36 - GENERAL

36:01 The Employer agrees to provide coffee, tea or milk during the rest period.

36:02 It is the responsibility of each employee to ensure that the Employer has his or her correct address in the event it is necessary to notify her of any matter under this agreement.

ARTICLE 37 - DURATION AND TERMINATION

37:01 This agreement shall continue in effect from June 1st, 2021 to May 31st, 2024 and thereafter from year to year unless amended through negotiations.

37:02 Notice of intent to amend this agreement shall be given by either party to the other in writing within ninety (90) days of the expiry of the Collective Agreement and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain, except in the case of mutual agreement by the parties.

SCHEDULE "A"- WAGE SCHEDULES

| Classification | Period | June 1, 2020 Expired | June 1, 2021 2% | June 1, 2022 2% | June 1, 2023 2% |
|----------------------------|-----------|-------------------------|--------------------|--------------------|--------------------|
| Domestic, Dietary, Laundry | Probation | \$17.27 | \$17.62 | \$17.97 | \$18.33 |
| | Start | \$17.54 | \$17.89 | \$18.25 | \$18.62 |
| | Yr 1 | \$17.84 | \$18.20 | \$18.56 | \$18.93 |
| | Yr 2 | \$18.51 | \$18.88 | \$19.26 | \$19.65 |
| Resident Attendant | Probation | \$17.54 | \$17.89 | \$18.25 | \$18.62 |
| | Start | \$17.83 | \$18.19 | \$18.55 | \$18.92 |
| | Yr 1 | \$18.34 | \$18.71 | \$19.08 | \$19.46 |
| | Yr 2 | \$18.84 | \$19.22 | \$19.60 | \$19.99 |
| Janitor/Handyman | Probation | \$18.18 | \$18.54 | \$18.91 | \$19.29 |
| | Start | \$18.40 | \$18.77 | \$19.15 | \$19.53 |
| | Yr 1 | \$18.99 | \$19.37 | \$19.76 | \$20.16 |
| | Yr 2 | \$19.51 | \$19.90 | \$20.30 | \$20.71 |
| Assistant Cook | Probation | \$18.46 | \$18.83 | \$19.21 | \$19.59 |
| | Start | \$18.78 | \$19.16 | \$19.54 | \$19.93 |
| | Yr 1 | \$19.20 | \$19.58 | \$19.97 | \$20.37 |
| | Yr 2 | \$19.82 | \$20.22 | \$20.62 | \$21.03 |
| Cook | Probation | \$19.47 | \$19.86 | \$20.26 | \$20.67 |
| | Start | \$19.76 | \$20.16 | \$20.56 | \$20.97 |
| | Yr 1 | \$20.34 | \$20.75 | \$21.17 | \$21.59 |
| | Yr 2 | \$20.82 | \$21.24 | \$21.66 | \$22.09 |
| RPN | Probation | \$22.81 | \$23.27 | \$23.74 | \$24.21 |
| | Start | \$23.13 | \$23.59 | \$24.06 | \$24.54 |
| | Yr 1 | \$24.00 | \$24.48 | \$24.97 | \$25.47 |
| | Yr 2 | \$24.91 | \$25.41 | \$25.92 | \$26.44 |
| Reception | Probation | \$16.79 | \$17.13 | \$17.47 | \$17.82 |
| | Start | \$17.02 | \$17.36 | \$17.71 | \$18.06 |
| | Yr 1 | \$17.69 | \$18.04 | \$18.40 | \$18.77 |
| | Yr 2 | \$18.33 | \$18.70 | \$19.07 | \$19.45 |
| Activity Aide | Probation | \$16.79 | \$17.13 | \$17.47 | \$17.82 |
| | Start | \$17.02 | \$17.36 | \$17.71 | \$18.06 |
| | Yr 1 | \$17.69 | \$18.04 | \$18.40 | \$18.77 |
| | Yr 2 | \$18.33 | \$18.70 | \$19.07 | \$19.45 |
| Activity Coordinator | Probation | \$17.54 | \$17.89 | \$18.25 | \$18.62 |
| | Start | \$17.83 | \$18.19 | \$18.55 | \$18.92 |
| | Yr 1 | \$18.34 | \$18.71 | \$19.08 | \$19.46 |
| | Yr 2 | \$18.84 | \$19.22 | \$19.60 | \$19.99 |

"Part Time Progress on to Year 1 on 1650 hours and Year 2 on 3300 hours"

- (a) **Shift Premium**
The Employer will pay a premium of \$0.27 per hour to each employee working a shift ending or commencing between the hours of 10:00 p.m. and 12:00 a.m.
- (b) **Weekend Premium**
Weekend premium of twenty cents (\$0.20) will be paid to each employee for all hours worked between 11:00 p.m. on Friday until 11:00 p.m. on Sunday.
- (c) **Responsibility Pay**
R.P.N's assigned the duties of an R.P.N. Supervisor will receive ten dollars (\$10.00) for each full shift for which they hold Supervisory responsibilities designated by Management personnel. Shift premium will not be paid when receiving responsibility pay.
- (d) **Retroactive Pay**
Payable within thirty (30) days of ratification by the parties.
- (e) **RPN Premium**
\$0.20 per hour effective June 1, 2013
- (f) **Lump Sum**
Effective June 1, 2016 – 0%
Effective June 1, 2017 – 1% lump sum

Retroactivity

Increase to the wage schedule shall be retroactive to the dates specified and based on hours worked. Retroactivity shall be paid as soon as possible but, in any event, within three (3) full pay periods of receipt of written notice of ratification. Such payments shall be made on a separate cheque or itemized on employee's regular pay cheque. The Employer will notify former employees of their entitlement at their last known address on record with the Employer and they will have thirty (30) days from the date of notice within which to claim retroactivity. Thereafter, the Employer will have no further obligation to make such payments. The Union will be provided with copies of all notices sent to former employees.

LETTER OF UNDERSTANDING #1 – RE: BENEFIT PROTECTION

It is understood and agreed that the following employees are entitled to maintain their current enrolment in the Employers Benefits (as described in Article 23), Sick Leave Benefits (as described in Article 24), Statutory Holidays (as described in Article 21) and Vacation Entitlement (as described in Article 22) while maintaining employment during the term of this Collective Agreement. Should the employee terminate their benefit coverage or request a reduction in their normally scheduled hours they will revert to all of the terms and conditions of the Collective Agreement.

| | |
|--------------|------------------|
| Judy Maurice | Michelle Campeau |
| Sue Waters | Molly Villas |
| Gail Perron | |

This Letter of Understanding may not be used as past practise or a precedent in the event that any other seventy-five (75) hours biweekly employee's hours are reduced (for whatever reason). No other employee may receive benefit protection.

LETTER OF UNDERSTANDING #2

The Employer agrees that Lifetimes on Riverside will remit four hundred dollars (\$400.00) to the Paid Education Leave Program effective January 1st of each year the contract.

Monies will be forwarded to Unifor at:

Unifor
Att: Paid Education Leave Fund
Accounting Department
205 Placer Court
Toronto, ON M2H 3H9

LETTER OF UNDERSTANDING #3 – RE: WOMEN'S ADVOCATES

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community with these and other issues.

For this reason the parties agree to recognize the role of Women's Advocates in the workplace. The Union Women's Advocate will be determined by the Union from amongst the full time female bargaining unit employees and will work in conjunction with the Women's Advocate selected by Management. They will make themselves available to female employees as needed to discuss problems with them and access local services and supports as required.

The names of the Advocates will be posted on the bulletin board. The Employer agrees to provide access to a private office so that confidentiality can be maintained when a female employee is meeting with one of or both the Women's Advocates.

The Women's Advocates will participate in an initial forty (40) hour training program organized by the Unifor.

The Employer agrees to pay for lost time for the course, travel time, registration costs where necessary, lodging, transportation, meals and other reasonable expenses where necessary. The course location and timing of such training must be approved by the Executive Director. Such approval shall not be unreasonably withheld, but, based on the operational needs of the business.

LETTER OF UNDERSTANDING #4 – RE: INVESTIGATION OF ALLEGED RESIDENT ABUSE

The parties agree that the abuse of residents will not be tolerated and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of alleged abuse. Where an employee is required to leave the workplace while an investigation is carried out in response to a complaint, 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 a Union Committeeperson will be present if one is on site. If there is no Union Committeeperson on site, they will be notified no later than the next business day.

All investigations will be completed as quickly as possible. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the employer to promote an abuse free environment for all residents.

LETTER OF UNDERSTANDING #5 – RE: VIOLENCE AGAINST WOMEN

The parties hereby recognize and share the concern that women may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. Where there is verification from a recognized professional (ie. Doctor, Lawyer, or treating health care professional who is a member of RHPA), 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 – RE: EMPLOYER RESPONSE TO VACATION REQUESTS

For vacation requests outside of prime time, (summer and Christmas schedules) the employer will respond in writing within one (1) week.

LETTER OF UNDERSTANDING #7 – RE: SICK BANK AND VACATION BANK ACCRUAL

The employer agrees to investigate the feasibility of including sick bank and vacation accrual on each pay stub. If this is not feasible with the current payroll system, then the labour management committee will meet to devise a system for regular individual notification.

LETTER OF UNDERSTANDING #8 – RE: ARTICLE 13:17

Employer will provide rules and seniority information to those who perform call-ins. Process difficulties are a suitable topic for discussion at Labour/Management.

LETTER OF UNDERSTANDING #9 – RE: PSW GRANDFATHER PROVISION

During 2014 negotiations, the Union expressed concern over the potential negative impact to the status of several bargaining unit members currently working in classifications, without appropriate certification.

The employer agreed to recognize the following individuals inside the bargaining unit for the purpose of a “grandfather provision” in order to eliminate any potential negative impact to these individuals in the event of a change in the circumstance beyond the individual’s control.

LETTER OF UNDERSTANDING #10 – RE: DEPARTMENTAL JUMPING

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

The Employer shall maintain a list of employees who are schedule to work fewer than 75 hours who are willing to work additional shifts in any department that they have experience in or have the demonstrated ability.

Call-in’s go by department first (excluding casuals). Casuals will then get called if the shift is unsuccessfully filled.

Definition of casual for this purpose is an employee without a posting.

LETTER OF UNDERSTANDING #11 – RE: PART-TIME/CASUAL AVAILABILITY

Part-time employees are required to give a copy their availability to their supervisor by the 25th of each month for the following month. If no availability is received, the employee shall be scheduled when needed.

Casual employees are required to give a copy of their availability to their supervisor by the 25th of each month for the following month. If no availability is received the employee shall be scheduled when needed. Casual employees are required to work a minimum of one (1) shift assignment per month.

DATED AT WINDSOR, ONTARIO, THIS _____ DAY OF _____, 20_____.

LIFETIMES ON RIVERSIDE

UNIFOR AND ITS LOCAL 2458

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

rs:cope343