

# **COLLECTIVE AGREEMENT**

Between:

## **RICHMOND TERRACE NURSING HOME NURSING UNIT**

(Hereinafter referred to as the "Company")

-And-



**UNIFOR**  
theUnion | lesyndicat

-And-

## **UNIFOR AND ITS LOCAL 2458**

(Hereinafter referred to as the "Union")

**Effective November 1<sup>st</sup>, 2021 -to- October 31<sup>st</sup>, 2024**

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## **ARTICLE 1 - PURPOSE**

1:01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and its employees, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Collective Agreement.

## **ARTICLE 2 - RECOGNITION**

2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the Certificate issued by the Ontario Labour Relations Board on January 14, 2005 and it undertakes that it will not enter into any other Agreement or contract with the employees described in the above recited bargaining unit either individually or collectively, which will conflict with any of the provisions of this Agreement.

2:02 A full time employee is an employee who is on average regularly scheduled to work thirty-seven and one-half (37.5) hours per week.

2:03 A part time employee is an employee who is on average regularly scheduled to work less than twenty-four (24) hours per week.

2:05 A Registered Nurse (RN) in this agreement, means a person who is registered with the College of Nurses in Ontario as a Registered Nurse and is employed as a Registered Nurse by the employer.

2:06 A Registered Practical Nurse (RPN) in this agreement, means a person who is registered with the College of Nurses in Ontario as a Registered Practical Nurse and is employed as a Registered Practical Nurse by the employer.

2:07 RNs and RPNs are expected as part of their regular duties to provide leadership, direction, guidance and advice to members of the healthcare team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2:01, nor does it prejudice the RNs or RPNs continued membership in the bargaining unit.

2:08 They may be scheduled one shift every two weeks in order to maintain familiarity with the workplace. Additional scheduled shifts will only be given if regular part time are not available. They will be covered under the terms of the collective agreement as regular part time employees. For purposes of call-ins (13.03), casuals will only be called when no regular part time are available at straight time. A casual employee who does not accept a call-in over a period of ninety (90) days, may be terminated by the employer provided they have been offered at least eight opportunities to work.

Part-time employees (also applies to grand-parented casual employee) will lose their seniority for any of the following reasons, unless the employee can provide reasonable explanation;

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

2:09 Where the term "spouse" or "partner" is used in this Agreement, it shall also mean a person to whom an employee is married or with whom an employee is living in a conjugal relationship for a duration of a period of at least one (1) year, including a person of the same or opposite sex.

2:10 Whenever the feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

### **ARTICLE 3 – UNION SECURITY AND CHECK-OFF**

3:01 It is agreed by the parties that all present employees of the employer shall pay union dues as a condition of employment. All new employees hired shall also, as a condition of employment, have deducted from their pay the union initiation fee, which will be checked off by the employer.

The amounts so deducted shall be the sums as may from time to time be assessed by the union as its members in accordance with the Constitution and/or Bylaws of the National and Local Union. In case of any conflict, the Bylaws or Constitution of the National Union shall govern.

3:02 The dues will be deducted from the first pay due each calendar month and will be remitted by the Employer to the Union not later than the twentieth (20th) day of the same month. The Employer shall, when remitting such dues, supply the Union with a list of names of the employees from whose pay such deductions have been made.

The Employer agrees when submitting Union Dues on behalf of part time employees they will be submitted by the 20<sup>th</sup> day of the month, following the month for which such dues were deducted. Further, the Employer will submit a list of the hours worked (and the hourly rate of

pay) for each part time employee during the month for which the dues are being submitted.

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

- 3:03 The employer agrees to notify the Union Chairperson of the names and start dates of all new hires.

The employer agrees that the Union Chairperson or Committeeperson shall be given an opportunity to interview each new employee for a maximum of fifteen (15) minutes. Such interview shall take place during working hours without loss of pay and shall be held within thirty (30) days of the start date of the new employee(s). The purpose of such interview shall be to acquaint new employees with the benefits and duties of Union membership and the responsibilities and obligations to the employer and the union.

- 3:04 The Union shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Management of Richmond Terrace Nursing Home.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4:01 Subject to the provisions of this Agreement, the Union recognizes that it is the exclusive function of the Management of Richmond Nursing Home to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, layoff, suspend and otherwise discipline employees for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.

The Employer may discipline or discharge a probationary employee for a lesser standard of just cause;

- (c) establish and generally enforce rules and regulations to be observed by employees;
- (d) generally to manage and operate the Nursing Home, in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, the equipment to be used provided such is safe to operate, all other matters concerning the Nursing Home's operations not otherwise specifically dealt with elsewhere in this Agreement;

- (e) to determine and establish standards, policies and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home.

## **ARTICLE 5 - NO DISCRIMINATION/HARASSMENT**

- 5:01 The Employer and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason by age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, nor by reason of Union membership or activity.
- 5:02 The Employer and the union agree that there will be no discrimination, interference, restraint, harassment, or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, disability, sexual orientation, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.
- 5:03 Where the term "spouse" or "partner" is used in this Agreement, it shall also mean a person to whom an employee is married or with whom an employee is living in a conjugal relationship for a duration of a period of at least one year, including a person of the same or opposite sex.
- 5:04 The Employer and the Unifor are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere that promotes respectful interactions and is free from discrimination and harassment.
- 5:05 Where a bargaining unit member complains of harassment by a person other than another bargaining unit member she shall bring such complaint to the attention of the Employer and to the Unifor. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response she is entitled to file a grievance under the terms of this Collective Agreement.
- 5:06 **Resident Abuse**  
The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home.

If a Committee Person is not present, the Union Committee person will be advised not later than the next business day.

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

## **ARTICLE 6 – STEWARDS AND NEGOTIATING COMMITTEE**

6:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than two (2) members and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining or any other matter properly arising from time to time during the continuance of the Agreement, including the negotiations for or renewal of any Agreement. Such members shall also act as Committeepersons, one of whom shall be designated a Union Chairperson. The President of Local 2458 and/or his designates shall form part of the Union Committee.

6:02 (a) The Union acknowledges that members of the Union Committee have scheduled duties which must be performed on behalf of the Nursing Home and that such employees will not leave their scheduled duties without first obtaining permission to do so from his/her supervisor. Such permission shall not be unreasonably withheld. In accordance with this understanding such employees shall not suffer loss of pay while dealing with grievances and negotiations. Payment shall include conciliation, but exclude arbitration proceedings. Committeepersons will have a choice of shift either prior to or following "Union/Management" negotiations etc. when night shift work is scheduled. This does not apply to time spent on such matters outside the scheduled working hours.

The right of Committeepersons and members of the negotiating committee to leave their work without loss of basic pay to attend to Union business shall be granted on the following conditions:

- (i) meeting of the Negotiating Committee must be joint meetings between the Employer and the Union.
- (ii) The employee concerned shall report to the Supervisor concerned upon returning to work.
- (iii) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

(b) Where the Home is participating in a Master Bargaining Process, and a Negotiating Team Member is attending a bargaining session with the Employer on Master issues, on a day that would otherwise be a scheduled day off, the Employer agrees to provide



such employee with an alternative day off with pay, or, in the alternative pay for the scheduled day(s) so spent in negotiating meetings with the Employer.

6:03 The Employer acknowledges the right of the union to appoint or otherwise select a committeeperson and a chairperson, both of whom shall be seniority employees of the bargaining unit.

6:04 The Union will supply to the Employer the names and titles of all Committeepersons and members of the Union Committee, and will revise such list from time to time as is necessary.

6:05 The Union Committee shall have access to a private room within the Home, equipped with a telephone, while performing any duties as described in Article 6:01 and 6:02. Any telephone costs incurred by the Union over and above the normal usage will be at the Union's expense.

## **ARTICLE 7 - COMPLAINT AND GRIEVANCE PROCEDURE**

7:01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below:

### **7:02 Complaint**

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

#### **Step 1**

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

#### **Step 2**

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

7:03 The parties shall use a single arbitrator to decide unresolved grievances between them selected from the list below:

Wes Rayner  
Ted Crljenica  
Randy Levinson  
Jules Bloch  
Laura Trachuk  
David Starkman

The parties may add to the list by mutual agreement.

7:04 The cost of the arbitrator shall be shared equally by the Employer and the Union.

7:05 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.

7:06 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.

7:07 **Group and Policy Grievances**

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

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

7:08 **Discharge Grievance**

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

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

7:09 Time limits fixed in the grievance procedure and arbitration procedure may be extended only by mutual consent of the parties. Calendar days in this Article shall exclude Saturday, Sunday and paid holidays.

7:10 **Right to have a Union Committee Member Present**

An employee subject to formal disciplinary action which is to be recorded in the employee's personnel file shall have a Union Committee

Member present at the time such discipline is given. The employee, and the Union Committee member shall be informed in advance that the meeting is to be disciplinary in nature, and the a Committee member can be involved.

The parties agree that discipline, when necessary, should be administered in a timely manner. In the event the Employer requires more than ten (10) days to determine whether discipline is necessary, it will inform the Union.

**7:11 Witness and Inspection**

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance. Visits will be scheduled so as not to disrupt the operation of the Nursing Home.

**7:12 Place of Hearing**

Arbitrations shall be heard at Windsor, Ontario, or as such other places as may be agreed upon by the Union and the Employer.

**ARTICLE 8 – PROBATIONARY PERIOD AND SENIORITY**

- 8:01 (a) New full time employees of the Employer shall be considered probationary employees until they have completed sixty (60) working days of service from date of hire with the Employer, after which time their continuous service for all purposes of this Agreement shall date from the last date of hire.
- (b) New part time employees of the Employer shall be considered probationary employees until they have completed 450 hours worked from date of hire with the Employer, after which time their continuous service for all purposes of this Agreement shall date from the last day of hire.
- (c) Where an employee is being transferred from one shift to another the need for orientation will be reviewed and determined by the Administrator.
- (d) Part time seniority shall accumulate on the following basis:
- (1) Hours worked and paid for by Employer and hours not worked and paid by the Employer.
  - (2) Pregnancy Leave for up to 17 weeks.  
Parental Leave for up to 35 weeks.
  - (3) Item 2 is based on the average hours worked in the eight (8) weeks immediately preceding the absence.

(4) In the week of injury credit for the scheduled days lost.

- (e) Seniority for all purposes shall accrue for 24 months for all purposes when an employee is absent due to illness or injury whether or not such illness or injury is compensable. Seniority for layoff, recall, job posting or other non-economic reasons shall accrue for the period of illness or injury.

8:02 In the event that a part time employee should become a full time employee, such employee's name will be removed from the part time employees' seniority list and will be added to the full time employees' seniority list. Such employees shall be credited with all accrued seniority to the date of her becoming a full time employee in accordance with the following formula:

NUMBER OF YEAR-TO-DATE HOURLY UNITS: For each unit of seventy-five (75) hours will equal two (2) calendar weeks of full time seniority.

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

8:03 Part time departmental seniority to be calculated on the basis of anniversary date for the purpose of deciding vacation preference, etc. (not wages).

8:04 The Employer shall supply the Union with a set of seniority lists in January and July of each year showing the employees and their seniority starting date and sick leave accumulation to date. Seniority as posted will be deemed to be final and binding and not subject to complaint unless such complaint is made in writing within thirty (30) days from the date of posting; unless the employee is on an approved leave at which time the employee is given a further seven (7) calendar days upon return.

8:05 (a) Where a part time employee transfers to full time, all benefits (i.e. sick leave, health and welfare, etc.), which are applicable to full time but not part time employees, shall commence on the completion of thirty (30) working days of full time service.

(b) If a part time employee fills temporary full time positions for twelve months or more, they shall have the option of either part time in lieu of benefits or, full time Health and Welfare benefits, pursuant to Article 17:01. The twelve month period shall include periods of less than thirty (30) days between temporary full time positions.

8:06 **Orientation**

Normally new employees shall be scheduled as additional staff for a six (6) day orientation period. The RN or RPN providing the orientation,

unless not possible due to unforeseen operational or staffing issues will not be scheduled regular duties for the first day of orientation.

Employees who have been away from the workplace for a period of twelve (12) continuous months or more may request orientation shifts from the Employer upon return to work. Such requests will not unreasonably be denied.

## **ARTICLE 9 – LOSS OF SENIORITY AND JOB POSTING**

### **9:01 Termination of Service**

Continuity of service shall be considered broken employment and seniority lost when:

- (a) An employee quits or is discharged and is not reinstated pursuant to the grievance procedure.
- (b) An employee is absent from work for two (2) consecutive scheduled working days without sufficient cause or without notifying the Employer, unless such was not reasonably possible.
- (c) An employee overstays a permitted leave of absence without sufficient cause or without notifying the Employer, unless such was not reasonably possible.
- (d) An employee has been laid off continuously for a period in excess of sixty (60) consecutive months.
- (e) An employee fails to notify the Employer of his intention to return to work within five (5) calendar days following a layoff and after being notified by registered mail to do so, unless such was not reasonably possible.
- (f) An employee fails to return to work on the date arrived at in (e) above unless such was not reasonably possible.
- (g) An employee is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future.

9:02 The Employer shall give notice of termination of employment to all employees in accordance with the employment standards legislation in the Province of Ontario except in cases of dismissal for cause or termination of employment during an employee's probationary period.

Seniority for part time employees shall accumulate on the basis of 1850 hours equals one year's seniority.

Part time employees shall accumulate seniority while on W.S.I.B. on the basis of the average of the immediate six (6) week period's paid hours.

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

- (a) holidays;
- (b) scheduled days off;
- (c) suspensions;
- (d) approved leave of absence for a period of four (4) weeks per year;
- (e) absence because of illness or injury for a period of three (3) months per year;
- (f) absence on Workplace Safety and Insurance Board.

**9:03 Layoffs and Recalls**

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

**9:04 Notices**

Any notice to any employee under this Agreement may be given personally, in writing, or by telegraph or prepaid registered post addressed to the employee at his last address shown on the seniority list or on the payroll of the Employer. A copy of such notices shall also be mailed to the Union office on the same day.

**9:05 Short Term Layoff**

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

**9:06 General Provisions Related to Layoffs**

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

**9:07 Long Term Layoffs**

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

9:08 The Employer agrees to give as much advance notice of layoffs and recalls as is reasonably possible.

9:09 **Layoff Procedure**

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

9:10 Employees on layoff may apply for any posted position; however the job posting procedures will apply unless otherwise noted.

9:11 **Recall Rights**

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the qualifications and can perform the duties in question without training other than orientation.
- (b) Employees on layoff have the right of recall to their former position, and this supersedes the posting provisions of the collective agreement.
- (c) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within thirty-six (36) months of the date of her layoff.
- (d) No new permanent employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available.

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

**9:12 Benefits on Layoff**

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

9:13 Grievances concerning layoffs shall be initiated at the final step of the grievance procedure.

**9:14 Job Posting**

- (a) When a vacancy occurs in any department of the Home coming within the scope of this Agreement, a notice will be posted within three (3) days of the position becoming vacant, and will remain posted for six (6) calendar days, requesting applications to fill such vacancy from employees of the Employer. The posting will include the schedule and the anticipated start time of the job, subject to other vacancies and staff shortages.



It is understood that the Employer may temporarily fill the vacancy during the posting. The Chairperson shall receive a copy of all Job Postings. For a subsequent vacancy within thirty (30) days of the original job posting, the next applicant in line will be considered prior to re-posting.

For clarity, it is agreed that all permanent postings, including subsequent postings, will be posted as per this provision.

- (b) The Employer shall consider all employee requests for transfer or promotion before considering outside applicants.
- (c) In all cases of job postings, the following factors shall be considered:
  - 1. Skill and ability;
  - 2. Seniority.

Where the factors are relatively equal, seniority shall govern.

- (d) Commencing on the date of transfer there will be a "Trial Period" of thirty (30) working days in order to determine that the employee has the skill and ability to perform the new duties. At the end of this time either the Employer or the employee may request that the employee return to her previous duties. Employees who wish to return to their former position during a trial period must set out their request in writing to the Employer.

Similarly, where the Employer determines that it intends to return an employee to their former position during their trial period, the employee will receive notice in writing.

Employees who currently hold a temporary position in the job that was posted will not be subject to the trial period if they are the successful applicant.

- (e) Employees who transfer at their request shall retain their existing rate of pay for the duration of the abovementioned trial period, at which time they shall proceed to the applicable rate for their new classification based on their acquired seniority.
- (f) A temporary job posting that is expected to be or that has been in excess of one (1) month will be filled by a bargaining unit employee in accordance with the job posting provisions contained herein.

Employees who transfer to temporary positions at their request shall proceed to the applicable rate for their classification based on their acquired seniority. The subsequent first vacancies to full-time lines will be posted.

(g) Part-time employees working in a temporary full-time position will be scheduled their vacation entitlement the same as the permanent full-time employee.

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

9:15 So long as a full time position exists, there will be no splitting of that position into two (2) or more part time positions without the agreement of the Union. Such agreement not to be unreasonably withheld.

9:16 **Transfer To Positions Outside Bargaining Unit**

An employee who applies for and is transferred to a position outside the Bargaining Unit for a period of up to twelve (12) months and up to eighteen (18) months in situations where the employee is temporarily replacing a pregnancy/parental leave shall retain, but not accumulate seniority held at the time of transfer. In the event the employee is returned to their position in the Bargaining Unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the Bargaining Unit.

## **ARTICLE 10 – JOB CLASSIFICATION AND WAGES**

10:01 Schedule "A" attached hereto shows the classification and wages of the employees within the bargaining unit with effect from the dates set out therein. The parties agree that the said schedule and contents hereof shall constitute part of this Agreement. It is further agreed that if any new classification with the scope of the Certificate of Certification is created during the lifetime of this Agreement, wage rates for such classifications shall be negotiated between the Employer and the Union not later than fourteen (14) calendar days after the Employer establishes any such classification. If the parties fail to agree on wages for such classification, either party may refer the matter to arbitration if necessary.

10:02 Any question having to do with changes in classification may be the subject of a grievance and dealt with under the Grievance Procedure including arbitration proceedings.

## **ARTICLE 11 – PAYMENT OF WAGES**

11:01 All employees will be paid bi-weekly on every second Thursday, for the payroll period ending two (2) weeks previously. In the event that a paid holiday falls on a regular pay day, then employees will be entitled to be

paid on the day immediately preceding the normal pay day. Employees shall be paid by direct deposit system.

- 11:02 Payments shall be made for time worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employees may be entitled during such period. Any error made by the Employer in calculating payments as provided for in this Article shall be corrected and paid within three (3) business days when such errors are brought to the attention of the Administrator or his nominee or paid on the following pay day, if such error does not exceeds eight (8) hours of pay.

If an error is identified with an employee's pay it must be brought to the employer's attention within three (3) days of the electronic or paper release of pay stubs. If identified within these three (3) days, the error will be corrected within three (3) business days. If not, the error will be corrected on the next payroll.

- 11:03 The Employer shall endeavour to provide T4 statements for all employees no later than the second pay day of February of each year.

- 11:04 Where an RPN or an RN is hired, and has recent related RPN or RN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one (1) years movement on the grid for each one (1) years experience. Where the experience is part time one (1) year equals 1800 hours paid to one (1) year equals 1850 hours paid.

## **ARTICLE 12 – UNIFORMS**

- 12:01 Employees who are required to wear a uniform at the request of the Employer shall be paid a monthly uniform allowance of \$12.00 per month for full time employees and \$6.00 per month for part time employees. The above increases will become effective starting the month of April 2017.

- 12:02 This allowance to be paid semi-annually on the pay period ending closest to April 15<sup>th</sup> and October 15<sup>th</sup>.

- 12:03 Where an employee is off work due to illness, their uniform allowance will continue to be paid if an employee is absent for less than one month. Uniform allowance will not be paid to new employees prior to completion of the probationary period.

## **ARTICLE 13 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS**

13:01 The following is intended to define the normal hours of work for full time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

The normal hours of work shall be thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day, exclusive of a thirty (30) minute meal period. No employee shall be scheduled to work more than seven (7) consecutive days, overtime rates shall apply for all work performed on the eighth (8th) and subsequent consecutive days worked.

Except in the case of those employees who request to work weekends, full time employees shall be scheduled for at least every other weekend off, and for an average of two (2) days per week.

Whenever possible part time employees shall be scheduled for one (1) weekend off in every two (2) but at least one (1) weekend off in every three (3).

Employees may request to trade shifts with qualified employees within their department. Such requests shall normally be made forty-eight (48) hours excluding Saturday, Sunday and holidays prior to the exchange. It is understood that the change of such shifts shall not result in overtime payment. Shift exchanges shall not be used to alter the master schedule on a regular basis. Such requests will not be limited or unreasonably denied. Mutual shift exchange must occur in either the same pay period or the same schedule.

13:02 The Employer shall pay time and one-half (1½) the normal rate of pay calculated to the nearest fifteen (15) minutes worked for all authorized time in excess of seven and one-half (7½) hours in any twenty-four (24) hour period beginning with the starting time of the employee's shift. Overtime shall also be paid if the employee is required to work before the scheduled starting time or after the scheduled quitting time and if an employee has to forego her rest or meal period.

1303 The Employer agrees that overtime will be evenly distributed on a rotational basis among employees in the same department where overtime is available. In choosing from among employees of a department having an equal amount of recorded overtime, then those regular employees with the greatest seniority willing and able to satisfactorily perform the work shall be given the overtime.

13:04 The Employer shall not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange of shifts.

13:05 Employees shall not be required to take time off during regular hours in lieu of overtime worked unless it is mutually agreeable to the Employer and the employee concerned.

13:06 The Employer agrees that working monthly schedules shall be posted at least two (2) weeks in advance. Full time schedules cannot be changed unless mutually agreed upon between management and the employee. Part time employees will be notified at least seventy-two (72) hours in advance of any changes unless the change is a result of a full time employee who is off work returning with less than seventy-two (72) hours notice. Such employee will be notified by phone and in accordance with these provisions when scheduling the additional hours.

13:07 The Employer agrees to provide two (2) paid fifteen (15) minute breaks for employees working more than five (5) hours per day, and will provide one (1) paid fifteen (15) minute break for employees working five (5) hours or less per day.

13:08 (a) When the employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of 1/2 shift, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.

(b) When an RPN is assigned temporarily to perform the duties and assume the responsibilities of a RN, she shall be paid the lowest rate on the RN pay grid.

13:09 An employee who reports for work at the starting time of his scheduled shift, not having been advised not to report at least eight (8) hours in advance, shall be given a minimum of four (4) hours work at any work within his classification, or four (4) hours pay in lieu if no work is available, at the employee's regular rate of pay. The Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a telephone number which may be used by the Employer to give notice, and in the case of fire, power failure, or circumstances beyond the reasonable control of the Employer.

13:10 The Employer agrees to provide for free parking for employees in accordance with local zoning by-laws.

13:11 All employees shall have scheduled sixteen (16) consecutive hours off between shifts. In the event that the Home fails to schedule sixteen (16) consecutive hours off when tours of duty are changed, an employee so affected will in such event be paid premium pay calculated at the rate of one and one-half (1½) times her regular straight time rate of pay for the number of hours difference between sixteen (16) and the actual number of consecutive hours off. The provisions of this sub-article shall not apply to an employee who, at her own request or with her consent, is

scheduled so as to have less than sixteen (16) consecutive hours off when tours of duty are changed.

13:12 Those employees working the 10:30 p.m. to 6:30 a.m. shift when the change from Daylight Saving to Standard time or vice versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

13:13 **Call-Ins**

(a) **Full Time Employees**

- i) "Call-in" shall mean the calling in to work at the Employer's request of a full time employee on an assigned day off as per the posted schedule.
- ii) Full time employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- iii) Where any employee is called in, and the call-in is requested within one-half hour of the starting time of the shift, and the employee commences work within one (1) hour of the call, then the employee shall be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- iv) If the full time employee reports for work within one (1) hour of the request for call-in, then the Employer shall guarantee a minimum of four (4) hours' work.
- (v) After the above is exhausted employees possessing the necessary qualifications and current skill set to perform the job safely with no orientation that is outside of their current position will be eligible for call-ins.

(b) **Part time Employees**

"Call-In" shall mean the calling in to work at the Employer's request of a part time employee on an assigned day off as per the posted schedule.

- i) All part time employees shall be scheduled equally according to days available and their preferred shift.
- ii) Additional call-in days shall be distributed according to their preferred shift, and then seniority.

iii) **Order of priority for call-in**

1. Part time employees that normally work on the shift where the absence occurs that have less than six (6) scheduled days, by seniority.
2. If all the part time employees on the shift where the absence occurs have their six (6) scheduled days, then the most senior part time on that shift will be called first until she has ten (10) days and so on, until all the part time on the shift have ten (10) days.
3. Once all part time employees, normally working on the shift where the absence occurs, have ten (10) days, then the senior part time employee at the Nursing Home with less than six (6) scheduled days.
4. When all the part time employees at the Nursing Home have worked or have been scheduled for six (6) days, then the senior part time employees at the Nursing Home with less than ten (10) worked or scheduled days will be called until all the part time employees have ten (10) days.

- iv) Vacations scheduled will be counted as a day of work, one (1) week vacation equals five (5) counted days' vacation. Vacation days, statutory holidays and sick leave days are counted as a day of work.

If any present employees have reached an agreement or reach an agreement with Management regarding limitations to their availability, such agreement shall be continued.

- vi) Where an employee is called in, and the call in is requested within one-half ( $\frac{1}{2}$ ) hour of the starting time of the shift, and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in. Where an employee is called in after the commencement of the shift and arrives within one (1) hour of the call, she shall be paid from the time of the call.

- vii) If the part time employee reports for work within one (1) hour of the request for call-in, then the Employer will guarantee a minimum of four (4) hours' work.

- (viii) After the above is exhausted employees possessing the necessary qualifications and current skill set to perform the job safely with no orientation outside of their current position will be eligible for call-ins.

- (c) Where there is a violation of Article 13:13 (a) and/or (b), on the first occurrence per employee within the calendar year, the employee affected will be offered the next available call-in shift. Where the employee is unavailable to accept the next call-in shift, the employee shall be credited with the seniority for that shift, but not paid. The next available shift doesn't include giveaways.

On the second and subsequent violations of Article 13:13 (a) and/or (b) within the same calendar year for the same employee, such employee shall be brought in to work as an additional person within the classification and the rate of pay and for the same number of hours as the missed call-in. Such shift shall be on the day or evening shift and shall be scheduled at a date and on a shift as mutually agreed to by the employee and the employer within fourteen (14) calendar days from the date of the violation of Article 13:13 (a) and or (b) occurred.

It is further agreed by the parties that the employee must notify the employer of all violations of article 13:13 (a) and/or (b) within ten (10) days of such occurring. Call-ins to include holiday pay when rectified.

13:14 An employee who is absent on paid time during his scheduled work week because of sickness, Workplace Safety and Insurance Board, bereavement, holidays, vacation or Union leave on scheduled days of work, shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

**13:15 Reporting Time**

All employees are required to notify the Nursing Home of absence for any reason at least one (1) hour prior to commencement of the day shift and four (4) hours prior to the commencement of the afternoon or night shift unless it is not reasonably possible. All employees are required to notify the Home at least twelve (12) hours prior to the commencement of the shift on which they plan to return after any absence due to illness and twenty-four (24) hours prior to the commencement of the shift on which they plan to return after any other absence, unless stipulated elsewhere in this Agreement.

Failure to give adequate notice as above may result in disciplinary action.

## **ARTICLE 14 – SHIFT PREMIUM AND WEEKEND PREMIUM**

**14:01 Shift Premium**

Employees shall have their preference of shifts in accordance with seniority, the ability to perform the work and providing there is a vacancy in the shift requested. Employees are not required to split shifts nor work rotating shifts. Full time staff who work between the hours of



2:30 p.m. and 6:30 a.m., will be paid a premium of thirty cents (\$0.30) per hour.

14:02 **Weekend Premium**

Employees will receive a shift premium of fifty-five cents (0.55¢) per hour for all hours worked over the forty-eight (48) hour period starting with the shift commencing after the end of the evening shift on Friday, and ending at the end of the evening shift on Sunday.

Effective first full pay period after ratification 2022 – Increase ten cents (0.10¢).

**ARTICLE 15 – PAID HOLIDAYS**

15:01 Each employee shall be paid seven and one-half (7½) hours pay at his regular hourly rate for each of the following paid holidays:

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

All employees on completion of their probation period shall be entitled to two (2) float Stat Holidays (two (2) days off with pay) on a date to be mutually agreed upon by the employee and the Employer. Such day off may be requested in advance of the posted schedule or with forty-eight (48) hours' notice. This forty-eight (48) hours' notice excluded weekends and holidays. Such day off may not be taken during the period commencing December 20<sup>th</sup> of any calendar year and ending January 4<sup>th</sup> of the following calendar year. Part time employees will be eligible for these floating Stat Holidays after completion of their probationary period. Employees may utilize lieu days on weekends, on three (3) occasions per year.

The following change will apply to new employees post ratification/award.

Employees hired between January and June will receive two (2) paid float holidays and employees hired between July and December will receive one (1) paid float holiday for that calendar year.

15:02 An employee shall not be paid for any recognized holiday if he:

- (a) has not completed his probationary period.
- (b) does not work on such holiday if scheduled to do so, except where absence is due to illness or injury.

- (c) is absent for all or part of the normal shift immediately preceding or the normal shift immediately following the holiday except where absence is due to illness or injury or the employee is on any approved absence.
- (d) fails to produce a medical certificate for illness occurring on the holiday or on the normal shift immediately preceding or following the holiday, if requested by the Administrator, Director of Nurses or their delegate.
- (e) employees on completion of their probationary period shall receive one (1) day's pay for each Stat Holiday which occurred during the said probationary period. This day's pay will be calculated at the rate of pay applicable when the said Stat Holiday occurred.

15:03 If a full time employee is scheduled to work on a recognized holiday, he shall receive one (1) regular day's pay plus time one and one-half (1½) his regular rate for the normal hours worked on such a holiday, or he may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties within thirty (30) days, the Company will respond to a request as soon as possible, subject to scheduling plus time and one-half (1½) his regular rate for the normal hours worked on such holiday. Employees may utilize a lieu day on a weekend on two (2) occasions per year. Temporary full-time employees shall be entitled for the above lieu days.

15:04 Part time employees will be paid for the above listed holidays provided that they comply with the Employment Standards Act requirements.

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

- (a) is employed for less than three (3) months.
- (b) does not work on twelve (12) days of the four (4) work weeks preceding the holiday. However, float days, bereavement days and vacation days shall count as a day of work for the purposes of accumulating the twelve (12) days.
- (c) does not work on his or her scheduled day of work preceding and following the holiday.
- (d) having agreed to work on a public holiday, does not report for and perform the work without reasonable cause, or
- (e) is employed under an arrangement where he may elect to work or not when requested to do so.

15:05 In cases of absence due to illness, injury or approved leave of absence, employees with one or more years seniority shall be paid for those paid holidays falling within a one (1) month period from the commencement of such absence.

15:06 In the event that any paid holiday falls on a full time employee's day off or during his vacation period, he or she shall receive an additional day off with pay.

15:07 All full time employees shall receive a minimum of three (3) days off at either Christmas or New Year's of the following year. The regular schedule will be suspended from December 15<sup>th</sup> to January 10<sup>th</sup> of the following year.

All part time employees shall receive two (2) days off at either Christmas or New Year's of the following year. The Employer will endeavour to schedule every second weekend off during the period from the 1<sup>st</sup> of December to 15<sup>th</sup> of January for full time employees. If sufficient staff coverage is in place, vacation requests will be considered. Shift trades may be granted after the schedule is posted and will not be unreasonably denied.

15:08 When an employee qualifies for holiday pay it will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday and at his/her regular rate of pay.

15:09 If a Holiday falls on a full time employee's regularly scheduled work day, the employee shall have the option of working that day.

## **ARTICLE 16 – VACATION**

16:01 (a) Vacations with pay shall be granted to all full time employees on the following basis:

The vacation year shall be from July 1<sup>st</sup> to June 30<sup>th</sup> of the following year.

<b>Service as at June 30<sup>th</sup></b>	<b>Vacation Entitlement</b>
Under one (1) year	four percent (4%) of gross earnings for the period.
One (1) year and over	ten (10) working days.
Three (3) years and over	fifteen (15) working days.
Eight (8) years and over	twenty (20) working days.
Fifteen (15) years and over	twenty-five (25) working days
Twenty-two (22) years and over	thirty (30) working days
Twenty-eight (28) years and over	thirty-five (35) working days

- (b) Vacations pay for part time employees shall be calculated as follows:

The vacation year shall be from July 1<sup>st</sup> to June 30<sup>th</sup> of the following year.

Service as at June 30 <sup>th</sup>	Vacation Entitlement
Part time employees with less than three (3) years' seniority	four percent (4%) of gross earnings
Part time employees with three (3) years' seniority	six percent (6%) of gross earnings
Part time employees with eight (8) years' seniority	eight percent (8%) of gross earnings
Part time employees with fifteen (15) years' seniority	ten percent (10%) of gross earnings
Part time employees with twenty-two (22) years' seniority	twelve percent (12%) of gross earnings
Part time employees with twenty-eight (28) years seniority	fourteen percent (14%) of gross earnings

- (c) In scheduling vacations, the Employer will consider the wishes of the employees in order of their seniority. In no instance shall the Employer require an employee with one (1) year of service or more to split the first two (2) weeks of vacation in any vacation year. Subject to the limitation of this Article, the right to determine vacation time is vested in the Employer to ensure efficient and safe operation of the Nursing Home. Vacations shall normally be scheduled between July 1<sup>st</sup> and June 30<sup>th</sup> of the following year.

Vacation preferences shall be granted according to seniority in the following manner:

First to full time employees, by department, by shift.

Then to part time employees, by department, by shift.

Vacation requests are to be submitted by May 1<sup>st</sup> of each year. The Employer shall respond to vacation requests within two (2) weeks.

Where there are conflicts on vacation requests made prior to May 1<sup>st</sup>, seniority shall be the determining factor. All requests made after May 1<sup>st</sup> shall be considered on a first come first served basis.

16:02 Upon voluntary termination of employment, or upon discharge, retirement, or in the case of death, the employee shall be paid vacation pay according to his vacation credit earned and unpaid to the date of his separation.

16:03 (a) Part time employees are to receive vacation pay at the time of taking their vacation and shall be paid an amount not greater than vacation monies accrued at the time of the commencement of such vacation. Vacation pay accrued and not paid or allocated by June 15<sup>th</sup> in any year shall be paid out on the first full pay in July of each year. It is agreed that employees are expected to utilize their full vacation entitlement.

(b) Full time employees shall receive vacation pay in their regular pay cheques as they take vacation.

16:04 Vacation time will be allocated between the months of July and June the following year inclusive, if possible, unless some other time is mutually agreed between the individual employee and the Employer.

Employees must select their vacation preferences by April 10<sup>th</sup> of each year, after which the employer may allocate the days to be taken.

## **ARTICLE 17 – HEALTH AND WELFARE**

17:01 The Employer agrees to pay the indicated percentages of the following items for full time employees, excluding probationary employees, who qualify under the terms of the plans and who subscribe to said plans through payroll deduction.

### **Drug Prescription Plan**

The Employer agrees to provide, directly to the employee, benefits to employees and their dependents, which are identical to those set out in the existing drug plan. The Employer further agrees to pay the following premiums, single or family rates as they apply to each employee, for this benefit. The employer will pay one hundred percent (100%) of the premium.

The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

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

### **Blue Cross #9 Dental Plan 10/20 Deductible**

The ODA rate will reflect a two (2) year lag. With a maximum benefit of \$1200.00 per insured person per year. The Employer agrees to pay one-

half (1/2) of the premium. Recall examinations for persons over the age of eighteen (18) will be covered once every nine (9) months; Fluoride treatments will be covered for those eighteen (18) years of age and under.

#### **Group Life Insurance**

The Employer agrees to provide Group Life Insurance giving \$30,000.00 coverage, one hundred percent (100%) paid.

#### **Vision Care Plan**

The Employer agrees to provide a Vision Care Plan (including eye exam) providing three hundred dollars (\$300.00) every two (2) years for members and their spouse and children. The premium for such plan will be 100% Employer paid. Effective November 1<sup>st</sup>, 2022 increase vision care to \$350.00/24 months.

#### **Mental Health**

Effective upon ratification, existing benefit plan shall be amended to provide a separate entitlement for eligible employees to Mental Health services by a psychologist, registered psychotherapist or social worker to a maximum of five hundred dollars (\$500.00) per year.

#### **Paramedical Coverage**

The Employer will provide paramedical coverage that provides for a payment of up to five hundred dollars (\$500.00) combined annually per eligible employee and five hundred dollars (\$500.00) annually per eligible dependant for the following: physiotherapy, chiropractic, massage therapy and support hose.

#### **RSP Plan**

Full and part time employees who have completed nine hundred and seventy-five (975) hours of service shall contribute on each pay period an amount equal to four percent (4%) of applicable wages to the RSP Plan. The Employer shall contribute on behalf of each eligible employee a matching amount.

Applicable wages means the basic straight time wage for all hours worked in an addition:

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

All other payments, premiums, allowances and similar payments are excluded.

#### **Information Booklets**

- (a) The Employer shall provide the Master Policy to the Union for all third party carriers and a current information booklet to each employee.

- (b) The Employer shall provide the Union and each employee with a detailed booklet incorporating the full coverage for all self insured benefits.
- (c) The Employer shall insure that all employees are provided with up to date benefit cards.

**Same Sex Benefits**

Same sex spouse will be eligible to be a dependent for insured benefits.

**17:02 Dispute Resolution**

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

- (a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved as aforesaid, or if the parties fail to meet within the time specified, then the grievance shall be referred to a single arbitrator. The arbitrators for this process shall be agreed to by the parties or appointed by the Minister of Labour.
- (d) The Arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing, receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrators for this process shall be selected in accordance with the grievance and arbitration procedure contained in this agreement.
- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions, confirmed in writing, may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.

(i) It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

(j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party.

The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.

(k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.

(l) If, in the opinion of any party, a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, the grievance shall be transferred to the ordinary grievance/arbitration process.

#### **17:03 Notice of Change of Carrier**

The Employer agrees to notify the Union Committee Chairperson of any change in Carrier sixty (60) days in advance of such change, unless it is not possible to do so. The Union may request a meeting to discuss the proposed change. The benefits provided will be the same or greater.

### **ARTICLE 18 – LEAVE OF ABSENCE**

#### **18:01 (a) Short Term Union Leave of Absence**

Leave of absence without pay and without loss of seniority shall be granted upon receipt of two (2) weeks' written notice to the Employer by employees elected or otherwise selected to represent the Union at Union functions, and provided that such leave of absence does not interfere with efficient operations. Time for such leave of absence shall not exceed a total of twenty-five (25) days in any one (1) year and not more than two (2) employees shall be permitted to be absent at any one time. Where an employee is on approved union leave the employer will continue to pay all wages and benefits. The employer will then submit a detailed invoice for such wages and benefits paid to the affected employee and any other employee costs associated with those wages to the Local Union office for reimbursement.

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

An employee may apply to the Employer for a long-term leave of absence without pay but without loss of seniority if they are elected or appointed to a full time position with the Local or the National Union. Such leave shall be for a period of three (3) years and may be renewed for a further period as may be agreed between the parties.



During such leave the Union shall be responsible for providing WSIB coverage. The Employer will post the vacancy arising as a result of the granting of this leave as a temporary vacancy, which will be filled in accordance with the provisions of the job posting article.

18:02 **Bereavement Leave**

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payment for holiday pay.

When an employee is eligible for Bereavement Leave while on vacation, she shall be entitled to such Bereavement Leave as set out above. The vacation days so replaced shall be extended or rescheduled as mutually agreed.

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

- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- (g) An employee can apply at the time of death, to use a paid bereavement day to which she would otherwise be entitled in accordance with this clause for use at a later date to attend an interment or equivalent or equivalent service.

**18:03 Jury Duty**

An employee required to serve jury duty shall be paid the difference between what he/she would have earned for his/her scheduled hours, and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over his jury fees less expense money received from the authorities for meals and lodging and the Employer will continue salary payments. The employee is to notify his supervisor as soon as possible after receipt of notice of selection for jury duty. The employee will come to work during those regularly scheduled hours that he is not required to attend court.

**ARTICLE 19 - PREGNANCY AND PARENTAL LEAVE OF ABSENCE**

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

**19:01 Pregnancy Leave**

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

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

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

Additional leave of absence may be taken under Article 19:09, Parental Leave.

**19:02 An employee who does not apply for leave of absence under Article 19:01**

- (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 19:01 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical

practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

19:03 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

19:04 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift, if designated.

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

19:05 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations under the expiry thereof, the employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 9.

19:06 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

19:07 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

19:08 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 19:09 of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

19:09 **Parental Leave**

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within sixty-eight (68) weeks of the birth of the child or the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if the employee did not
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks and sixty-three (63) weeks for those who don't take pregnancy leave after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.
- (e) For the purpose of parental leave under Article 19:09 Parental Leave, the provisions under 19:00, 19:03, 19:04, 19:05, 19:06, 19:07 and 19:08 shall also apply.

19:10 An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance benefit.

Notwithstanding Article 19:01 above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings. The supplemental insurance benefit shall commence upon presentation of proof by the employee that she is in receipt of E.I. benefits.

Thereafter such payment shall continue. It is agreed that the employees shall notify the employer of any changes to their E.I. benefits.

#### **Vested Interest**

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

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any

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

#### **Other Income**

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

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

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

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

The S.U.B. top-up by the Home would not take into account EIC insurable earnings from sources other than this facility.

The employee must provide proof of E.I. Benefits within two (2) weeks of the receipt of the employee's E.I. Benefit, unless there are extenuating circumstances, in order to receive the supplemental benefits.

19:11 For the purposes of this Article the parties agree to calculate regular weekly earnings and seniority on the basis of the average of the hours paid for the twenty-seven (27) weeks prior to the date the leave began.

### **ARTICLE 20 – LEAVE OF ABSENCE AND WORKPLACE SAFETY AND INSURANCE BOARD**

20:01 An employee may be granted leave of absence without pay for personal reasons, at the discretion of the Employer, provided that such leave may be granted without undue inconvenience to the normal operations of the Nursing Home. Except in emergencies, written application for leave of absence must be made at least two (2) weeks in advance of such leave.

20:02 Where any leave of absence exceeds four (4) or more consecutive weeks:

- (a) Credits for vacation and accumulative sick leave seniority will not accumulate during the leave.
- (b) The Employer will make no payments towards OHIP or any other plan in effect during the leave. The employee, however, may continue his coverage in the plans by contributing the cost of the

premiums to the Employer who will make the payments to the respective carriers.

- (c) An employee who utilizes a leave of absence for purposes other than those for which the leave of absence was granted will forfeit all seniority rights and privileges contained in the Agreement unless otherwise agreed by the Union and the Employer.

**20:03 Workplace Safety and Insurance Board**

Where a full time employee is absent due to illness or injury which is compensable by Workplace Safety and Insurance Board the following shall apply:

- (a) The Employer shall continue to pay his share of any and all health and welfare benefits for the month in which the absence commences and for up to twelve (12) months.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, for an additional period of twelve (12) months – to a maximum of twenty-four (24) months, provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
- (c) An employee will not be eligible for paid holidays, sick leave or any other benefits to this Agreement, except where specified elsewhere, during any absence covered by Workplace Safety and Insurance Board.
- (d) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workplace Safety and Insurance Board shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

20:04 (a) In the case of absence due to a compensable accident, where the anticipated length of such absence is one (1) month or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 9:05) of this Agreement. Where the anticipated absence is less than four (4) weeks, the Employer may fill the position at his discretion.

- (b) If an employee returns to work, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of injury. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning, provided that her own seniority is greater.) Employees will provide two (2) weeks' notice prior to a return to work whenever possible.

- (c) If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of the lighter nature and such work is available within the Nursing Home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.
- (d) Employees who return from a leave shall notify the Employer in advance of commencing work what benefits the employee would like to re-establish.

The parties agree to meet to discuss the impact of the Court of Appeal decision on Article 20:03 and to implement changes where necessary.

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

## **ARTICLE 21 – SICK LEAVE**

21:01 Pay for sick leave is for the sole and only purpose of protecting employees against the loss of income and will be granted to all full time employees on the following basis:

- (a) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1½) days per month of service to maximum of eighty (80) days. The one and one-half (1½) day per month may be calculated and accumulated by pay period divided equally by the number of pay periods in a year. There is a maximum of eighteen (18) sick days per year.
- (b) Any employee absenting himself on account of personal illness shall, after providing proof of personal illness, if requested by the Administrator or his designate, receive sick pay benefits equal to the employee's normal wage for each day of personal illness that he was scheduled to work, to the extent of his accumulated sick leave credits.
- (c) Absence for injury or illness compensable under the Workplace Safety and Insurance Board Act shall not be charged against accumulated sick leave credits.

- (d) When leave of absence of sick leave with or without pay equals to or exceeds twenty (20) consecutive working days in any one year, no sick leave credits shall accumulate during the balance of the absence.
- (e) Any full time employee with three (3) years or more seniority who terminated his employment or transfers to part time shall receive pay-out sick leave according to the following scale:
- |                  |                            |
|------------------|----------------------------|
| 3 years          | 15% of accrued sick leave  |
| 4 years          | 20% of accrued sick leave  |
| 5 years          | 25% of accrued sick leave  |
| 6 years and over | 30% of accrued sick leave. |

The estate of a full time employee who dies while in the employ of Richmond Terrace shall be entitled to receive a payout of the employee's unused sick leave entitlement credit to her at the time of death.

- (f) The Employer may require that an employee absenting himself on account of personal illness, shall, prior to receiving pay for such absent day(s) furnish a medical certificate issued by a qualified medical practitioner certifying that the employee was unable to work due to personal illness.

The parties agree to mutually establish a medical form for those cases where a medical form is required and allowed under the Collective Agreement. Any costs occurred by an employee as a result of the Employer requesting the agreed upon form shall be borne by the Employer.

- (g) It is understood and agreed by both parties that neither pregnancy nor resulting childbirth shall be considered as personal illness for the purpose of the Agreement.
- (h) Where an employee's scheduled vacation is interrupted due to emergency hospitalization and or stays under the care of a physician, at the commencement of the vacation, the employee shall be considered to be on sick leave and the vacation will be re-scheduled at a time mutually agreeable to the employee and the Employer. The employee shall produce a medical certificate confirming the above.

21:02 If an employee draws Employment Insurance Benefits, while off sick, she will not be entitled to draw sick pay, for the said period of time.

## **ARTICLE 22 - EDUCATION LEAVE**

- 22:01 (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.



- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- (c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) month's notice, in writing, unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.
- (d) **Mandatory Education and In-Services**  
When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay.

When an employee is required by the Employer to attend any in-service program or e-learning outside of her or his regularly scheduled working hours the employee shall be paid at her or his regular straight time hourly rate of pay.

**Probationary Employees**

Probationary employees required to perform orientation related education will be paid for this time, only if they complete the probationary period.

**ARTICLE 23 – PAID EDUCATION LEAVE**

23:01 The Employer agrees to pay into a special dues fund the amount of two cents (2¢) per hour for all compensated hours. Such monies will be paid on a quarterly basis into a fund established by Unifor and shall be utilized by the Union at its discretion and sent by the company to the following address: Unifor Paid Education Leave Program, Unifor Family Education Centre, R. R. #1, Unifor Road 25, Port Elgin, Ontario, NOH 203.

The Employer further agrees that members of the bargaining units selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees such leave of absence will continue to accrue seniority and benefits during such leave.

**ARTICLE 24 – GENERAL**

24:01 The term employee or employees shall mean any or all of the employees in the Bargaining unit as defined above unless otherwise provided. The masculine pronoun shall include the feminine pronoun where the context so requires.

### **Workload**

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

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

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

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

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

### **24:02 Strikes and Lockouts**

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

## **ARTICLE 25 – NO PYRAMIDING**

25:01 In no event shall there be any pyramiding of benefits, wages or payments and that premium payments under any of the terms of this Agreement shall not be duplicated.

## **ARTICLE 26 – PREPARATION OF THE AGREEMENT**

26:01 In the printing of the contract there will be a 50/50 cost sharing by the Employer and the Union. Typing will be alternated between the Employer and the Union.

26:02 The Union will provide the Employer with a copy of the negotiated collective agreement and the Employer will review and respond, within forty-five (45) days of the ratification of the agreement.

## **ARTICLE 27 – DURATION AND TERMINATION**

27:01 The Agreement shall be in effect up to and including October 31<sup>st</sup>, 2024 and shall continue in full force and effect until a new Agreement is

reached either during the course of negotiations, conciliation or arbitration proceedings as required by the Ontario Labour Relations Act and the Hospital Labour Disputes Arbitration Act.

27:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within one hundred and twenty (120) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

#### **ARTICLE 28 - CONTRACTING OUT**

28:01 The Nursing Home shall not contract out any work usually performed by the members of the bargaining unit, if, as a result of such contracting out, a layoff of any employees results from such contract out.

28:02 It is agreed that no person excluded from the bargaining units shall perform any duties or work within the bargaining units except for the purpose of instruction, in cases of emergency beyond the control of the Employer, and in the cases agreed upon by the Union and the Employer.

#### **ARTICLE 29 - HEALTH AND SAFETY**

29:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.

29:02 A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The Union agrees to limit representation from the bargaining unit to one (1) joint representative, which may be increased by mutual agreement of the parties.

29:03 Six (6) representatives of the Joint Health and Safety Committee, three (3) from management and three (3) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

29:04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety and Insurance Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as The Workplace Safety and Insurance Board may decide to disclose.

29:05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

29:06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

29:07 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the joint Labour/Management Committee will include aggressive residents.

29.08 **National Day of Mourning**

- (a) Each year on April 28<sup>th</sup> at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.
- (b) December 6<sup>th</sup> - Take back the night one minute of silence.  
(Montreal Massacre).

29:09 **Mental Health**

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

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

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

**29:10 Pandemic Planning**

When faced with Occupational Health and Safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing reasonably accessible personal protective equipment (PPE) that reduces risk and protects employees.

Employees will be fit tested on hire and every other year thereafter and at any other time as required by the Employer, the Government of Ontario or any other public health authority.

The Employer will maintain a pandemic plan that will be shared annually with the JHSC for review and discussion.

## **ARTICLE 30 – LETTERS OF REPRIMAND**

30:01 Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once twelve (12) months have elapsed since the date of the last formal disciplinary action on the file. Formal disciplinary action, in this context, is any disciplinary action which is reduced in writing and given to the employee.

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

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

## **ARTICLE 31 – INFLUENZA**

31:01 Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatments is not covered by some other source the cost will be borne by the Employer.

If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved.

If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave if the credits are available.

Where it is permitted by the Medical Officer of Health, or designate, and where it is otherwise possible, an employee who cannot work due to not taking the influenza vaccine may be reassigned to work in another area of the home until the outbreak is declared over.

In the case of employees who work at more than one health care facility, and an outbreak occurs in one of the facilities with the result being the medical officer of health or designate limits the employee to working at one facility only, the employer will attempt to offer the employee call-in hours, being respectful of the agreed to call-in procedures.

## **ARTICLE 32 – RETROACTIVE PAY**

- 32:01 (a) Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the Employer being notified of ratification/arbitration.
- (b) If an employee has terminated his/her employment, the Employer shall advise the employee within thirty (30) days by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the employees making such claim.
- (c) The Employer agrees to pay retroactive wages on a separate cheque as per the retroactive clause.

**SCHEDULE "A" - WAGES**

RN	NOV. 1, 2021 -to- OCT. 31, 2022 1.5%	NOV. 1, 2022 -to- OCT. 31, 2023 +0.50¢/3%	NOV. 1, 2023 -to- OCT. 31, 2024 +3%
Probation	\$36.77	\$38.39	\$39.54
3 Month	\$37.19	\$38.82	\$39.99
1 Year	\$37.81	\$39.46	\$40.64
2 Year	\$38.66	\$40.33	\$41.55
4 Year	\$38.88	\$40.56	\$41.78
5 Year	\$39.41	\$41.11	\$42.34
6 Year	\$39.83	\$41.54	\$42.79
7 Year	\$40.29	\$42.01	\$43.27
8 Year	\$40.97	\$42.71	\$44.00

RPN	NOV. 1, 2021 -to- OCT. 31, 2022 1.5%	NOV. 1, 2021 -to- OCT. 31, 2023 +0.50¢/3%	NOV. 1, 2023 -to- OCT. 31, 2024 +3%
Probation	\$26.31	\$27.61	\$28.44
3 Month	\$26.59	\$27.90	\$28.74
1 Year	\$27.02	\$28.35	\$29.20
2 Year	\$27.75	\$29.10	\$29.97
4 Year	\$28.02	\$29.38	\$30.26

DATED IN WINDSOR, ONTARIO THIS 17 DAY OF March, 2023

**RICHMOND TERRACE  
NURSING HOME NURSING UNIT**

Mary Rathby  
Kelli McIsaac  
\_\_\_\_\_  
\_\_\_\_\_

**UNIFOR AND ITS LOCAL 2458**

T. G. G. G.  
K. G. G.  
G. G. G.  
\_\_\_\_\_

mg/cope343

## **LETTER OF UNDERSTANDING #1 - VIOLENCE AGAINST WOMEN**

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

## **LETTER OF UNDERSTANDING #2 - WORKPLACE HARASSMENT**

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

1. **Policy**

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

2. **What is Harassment?**

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

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

3. **Responsibilities**

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

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The Employer and the Unifor will jointly investigate all complaints.



- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the Unifor.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.
- The following examples could be considered as harassment but are not meant to cover all potential incidents:
  - Name calling;
  - Racial slurs or jokes;
  - Mimicking a person's accent or mannerisms;
  - Offensive posters or pictures on paper;
  - Repeated sexual remarks;
  - Physical contact that could be perceived as degrading;
  - Sexual flirtation, advances, propositions;
  - Leering;
  - Comments about a person's sex life;
  - Innuendo, gestures or taunting about a person's body, disability, attire or gender.

4. **Procedure**

The Employer and the Unifor are responsible for advising a complainant when this policy applies; providing education regarding harassment, advising options available, identifying and assisting complainants in obtaining counselling, facilitating in the resolution process and informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the criminal Code. In addition, the Employer and the Unifor will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and the Unifor. They may be either verbal or in written form.
2. The Employer and the Unifor will document the complaint and the individual will be informed of his/her rights.
3. The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and will attempt to resolve the matter informally.

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

### **LETTER OF UNDERSTANDING #3 – CMI RESULTS**

The Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI results. It shall be the function of the Committee in these circumstances to consider possible ways and means of enhancing quality of hands-on care while avoiding or minimizing potential adverse effects upon employees in the bargaining unit. The purpose of this meeting is to discuss the impact of the CMI changes on the quality of hands-on care and staffing mix and levels of the facility, and to provide the Union with an opportunity to make representation in that regard.

### **LETTER OF UNDERSTANDING #4 – ABUSE AND THREATENING BEHAVIOUR**

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

physical abuse;  
psychological abuse;  
emotional abuse;  
sexual abuse.

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

There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith. All investigations will be completed as quickly as possible. When an investigation exceeds ten (10) days an explanation for the delay will be provided to the Unit Chair or Designate.

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

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

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

#### **LETTER OF UNDERSTANDING #5 - RETURN TO WORK PROGRAM AND LABOUR MARKET RE-ENTRY**

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

Each facility or employer group by mutual agreement will review with the Union at the Labour Management Committee within three (3) months of

ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Labour Market Re-Entry programs will include a statement that the Employer will make reasonable effort to provide modified duties, and that return to work plans will be based on the individual worker's restrictions.

#### **LETTER OF UNDERSTANDING #6 – IN LIEU**

Part time employees shall receive 2.75% of their straight time hourly rate paid per hour extra in lieu of benefits. (Benefits to include shift premium).

#### **LETTER OF UNDERSTANDING #7 – SHIFT GIVEAWAYS**

Shift giveaways will be permitted to a maximum of sixteen (16) days per calendar year three (3) of the sixteen (16) days can be taken as six (6) half (½) days with approval of management or their designate. Such approval shall not be unreasonably denied. Such requests shall normally be made within forty-eight (48) hours notice excluding Saturdays, Sundays and holidays prior to the giveaway. Employees may not give away or switch a shift received by a giveaway or a switch in shift.

Shift giveaways must occur in either the same pay period or the same schedule.

Employees may not giveaway or switch a shift received by a giveaway or a switch in shift.

#### **LETTER OF UNDERSTANDING #8 – PAID HOLIDAYS**

The Employer agrees to abide by the paid holiday calculation for part time employees as outlined in the Letter of Understanding applicable to the Unifor service bargaining unit.

#### **LETTER OF UNDERSTANDING #9 – LHIN'S**

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

#### **LETTER OF UNDERSTANDING #10 – RE: REDUCED WORK WEEK**

##### **Shift Reduction**

Full time employees scheduled ten (10) shifts in a biweekly period may request to be scheduled only nine (9) in a biweekly period twice annually in April and September for a period of six (6) months. Employees shall earn benefits on a pro-rated basis with hours worked. Any requests required under this procedure shall be made in writing to the Administrator of the Home.

- 1) Employees eligible to give away shifts shall be limited to eight (8) shifts per year.
- 2) Shifts reduced by this procedure shall be scheduled as per the scheduling agreements of the collective agreement.
- 3) Where an employee who leaves employment with Richmond Terrace for any reason has given away a shift(s) must automatically be returned to the rotation for permanent posting in accordance with the collective agreement.
- 4) Requests will be considered in order of seniority and only take place where the employer agrees.
- 5) Where an employee who has given away shifts in accordance with this procedure receives a leave of absence, the reduced work week shall be worked by any replacement, as per temporary posting.

When employees are returning to their 10 shift schedule all shifts given away shall be returned to the employees who have given them away

Maximum limits for each area shall be:

Nursing - One (1) RN's & one (1) RPN's

Employee's day off for reduced work schedule will be mutually agreed upon.

#### **LETTER OF UNDERSTANDING #11 - RE: LIABILITY INSURANCE**

Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide here or his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Home's liability coverage for Health Professionals in the Home's employ.

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

#### **LETTER OF UNDERSTANDING #12 - RE: PAY EQUITY**

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

## **LETTER OF UNDERSTANDING #13 - RE: WORKING SHORT**

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #14 - RE: PART TIME SIGN UP**

During negotiations the parties discussed the issues surrounding scheduling during the summer months and at other times throughout the year.

The parties will meet at a Labour Management meeting to discuss and arrange for a signup list for part time employees to volunteer for full time hours during the months of May 1<sup>st</sup> to September 30<sup>th</sup>. The parties can also agree to arrangements for other times during the year should the need arise.

It will allow a set number of part time employees to sign up for full time hours that are available by seniority.

This will commence in the first year of the agreement and such signup will occur during the month of March and each subsequent year of the agreement.

This will be done on a trial basis and either party may cancel such agreement and revert back to the current scheduling practices.

In implementing this signup sheet the scheduling will be in keeping with all other provisions of the Collective Agreement.

Commencing in the first year of the agreement during the month of May.

#### **LETTER OF UNDERSTANDING #15 - RE: RACIAL JUSTICE ADVOCATE**

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

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

The Employer will recognize an employee who is elected by the Union as an advocate and should this representative require unpaid time off, such requests for time off shall not be unreasonably denied.

#### **LETTER OF UNDERSTANDING #16 - RE: VACATION PAY**

During negotiations, the parties discussed vacation pay and specifically how it's paid on employees regular cheque. Vacation pay and regular wages are taxed separately on year end vacation payout. The Company will meet with the committee to review the taxation calculations, the Company will determine if calculations can be included to employees pay stubs and implement, where possible.

#### **LETTER OF UNDERSTANDING #17 - RE: 12 HOUR SCHEDULE**

The Employer and the Union agree to implement a 12 Hour Schedule for RNs.

During negotiations, the parties discussed the current Letter of Understanding that was in place on a trial basis and agreed to continue the provisions in it and in accordance to the following:

The parties will meet in an attempt to rectify any issues on this letter or concerns that may arise.

- (a) The 12 Hour Schedule may be cancelled by either party on giving twelve (12) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.
- (b) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- (c) **Hours of Work**
  - i) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
  - ii) The normal daily extended tour shall be 11 consecutive hours in any 24-hour period, exclusive of a total of one (1) hour minutes of unpaid mealtime.
  - iii) Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of thirty (30) minutes.
- (d) Payment for bereavement leave is based on 11 hours for 12 hour tours.
- (e) Payment for sick leave, vacation, and paid holidays is based on the equivalent to the 7.7 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.7 hours.
- (f) Overtime premium as set out in Article 13 shall be paid for all hours paid in excess of 11 hours on a scheduled extended tour or 77 hours bi-weekly averaged over the bi-weekly period.

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