

COLLECTIVE AGREEMENT

Between:

RICHMOND TERRACE NURSING HOME SERVICE UNIT

(Hereinafter referred to as the "Company")

-And-



unifor
theUnion | lesyndicat

-And-

UNIFOR AND ITS LOCAL 2458

(Hereinafter referred to as the "Union")

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 – SCOPE AND RECOGNITION

- 2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the Certificate issued by the Ontario Labour Relations Board on February 28th, 2001 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 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.
- 2:03 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 – MANAGEMENT RIGHTS

- 3:01 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;
 - (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 Nursing Home.

ARTICLE 4 - UNION SECURITY INCLUDING WORK OF THE BARGAINING UNIT AND CONTRACTING OUT

- 4:01 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.

- 4:02 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 20th 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.

- 4:03 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.

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

4:05 **Full Time\Part-time Ratio**

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.

4:06 **No Contracting Out**

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.

4:07 **Work of the Bargaining Unit**

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 5 - NO DISCRIMINATION

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

5:03 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 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.

5:04 **Resident Abuse**

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

5:05 **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 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 Unifor will ensure that:

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.

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

4. Procedure

The Employer and Unifor are responsible for advising a complainant when this policy applies; providing education regarding harassment, 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 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.

- i) All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and Unifor. They may be either verbal or in written form.

- ii) The Employer and Unifor will document the complaint and the individual will be informed of his\her rights.
- iii) 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.
- iv) 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.
- v) The respondent and\or delegate will be given an opportunity to respond to the allegations either orally or in writing.
- vi) An internal resolution will be attempted between the complainant and the respondent by the Employer and Unifor.
- vii) 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.
- viii) The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
- ix) At the conclusion of this step the complaint, if unresolved, will be inserted into step 2 of the grievance procedure for resolution.
- x) 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.
- xi) 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.

5:06 **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.

5:07 **Women's Advocate**

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

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6:01 **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 7 - UNION REPRESENTATION AND COMMITTEES

7:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than four (4) 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.

7:02 (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 shall be paid for each day of 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 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 a home is participating in a Master Bargaining Process, and a Union Committee Person is attending a bargaining session with the Employer on Master issues, on a day that would otherwise be a scheduled day off, the Employer agrees to provide such employee with an alternative day off with pay, or, in the alternative pay for the scheduled day(s) so spent in negotiating meetings with the Employer.
- 7:03 The Employer acknowledges the right of the Union to appoint or otherwise select committeepersons and a chairperson or committee members, all of whom shall be seniority employees of the bargaining unit.
- 7:04 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.
- 7:05 All full time Committeepersons shall be elected or selected from the shift on which they are presently employed and will function as Committeepersons and be assigned duties on that shift. The Chairperson shall be elected from any shift but remain on own shift.
- 7:06 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 7:01 and 7:02. Any telephone costs incurred by the Union over and above the normal usage will be at the Union's expense.

The parties agree to discuss at Labour Management the feasibility of permanently assigning a private office.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8:01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below.
- 8:02 **Complaint**
Any employee having a complaint shall first take the matter up with 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 may refer the complaint to the Union Committee.

Step One

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

Step Two

If the response is not satisfactory to the Union Committee, the parties shall arrange a meeting within five (5) calendar days of receipt of the Employer's response to discuss the grievance. The meeting shall be attended by the Union Committee and representatives of the Employer. The Employer's response shall be in writing within five (5) calendar days of the meeting. If the Union Committee is not satisfied with the response it may refer the grievance to arbitration as provided below within ten (10) calendar days of the receipt of the Employer's response. The Union Chairperson will be provided with a reasonable time in advance of any Step 2 Grievance Meeting in order that he\she may prepare for such meeting.

8:03 Group and Policy Grievance

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

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

8:04 Discharge Grievance

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

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

8:05 Grievance Benefit 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 agreed to by the central parties – Wes Rayner.
- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions, confirmed in writing, may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall not have any value as a precedent in 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.

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

Calendar days in this article shall exclude Saturdays, Sundays and paid holidays.

8:07 **Right to Have a Union Committee Member Present**

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

8:08 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.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time periods related to the discipline of resident abuse only.

8:09 **Mediation Language**

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

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

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

The parties shall agree on a mediator.

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

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

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

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

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

ARTICLE 9 – ARBITRATION

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

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

The parties may add to the list by mutual agreement.

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

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

- 9:04 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.
- 9:05 Time limits fixed in the arbitration procedure may be extended only by mutual consent of the parties in writing. Calendar days in this article shall exclude Saturdays, Sundays and paid holidays.

ARTICLE 10 – HEALTH AND SAFETY

- 10:01 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.
- 10:02 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 three (3) joint representatives which may be increased by mutual agreement of the parties.
- 10:03 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.
- 10:04 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.

10:05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

10:06 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.

10:07 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.

10:08 (a) Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatment is not covered by some other source, the cost will be borne by the Employer.

(b) If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence upon such time as the situation is resolved. If an employee does not complete the course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

(c) An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave or vacation if the credits are available. If the employee has no sick time she may use vacation entitlement subject to the following paragraph.

(d) Accrued sick time must be used prior to using vacation entitlement. In the event that an employee uses vacation, such vacation will be granted in increments of one (1) day. These single vacation days will not be considered as single days as set out in Article 15:01(c). The employee shall be required to contact the Administrator of the facility, or her designate, on a daily basis to confirm that vacation will be granted for that day. Employees on vacation must be available to work each day if required by the Employer.

- (e) Where it is permitted by the Medical Officer of Health, or designate, and where it is otherwise possible, and employee who cannot work due to not taking the recommended course of treatment may be reassigned to work in another area of the home until the outbreak is declared over.
- (f) In the case of employees who work at more than one health care facility, and an outbreak occurs in one of the facilities with the result being the medical officer of health or designate limits the employee to working at one facility only, the Employer will attempt to offer the employee call-in hours, being respectful of the agreed to call-in procedures.

10:09 Serious and Infectious Disease

The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents conditions.

The direct care workers are obligated to maintain confidentiality in respect to this information

10:10 Protective Clothing and Equipment

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

10.11 National Day of Mourning

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

10.12 Mental Health

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

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

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

10:13 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 11 – SENIORITY AND PROBATIONARY PERIOD

- 11:01 (a) New full time employees of the Employer shall be considered probationary employees until they have completed four hundred and fifty (450) hours worked or twelve (12) months, whichever occurs first. Hours must be worked in order to pass probation, after which time their continuous service for all purposes of this Agreement shall date from the last date of hire
- (b) New part-time employees of the Employer shall be considered probationary employees until they have completed 450 hours worked from date of hire with the Employer, after which time their continuous service
- (c) Normally, new employees shall be scheduled as additional staff for a six (6) day orientation period.
- (d) Where an employee is being transferred from one shift to another the need for orientation will be reviewed and determined by the Administrator.
- (e) Part-time seniority shall accumulate on the following basis:
- (i) Hours worked and paid for by Employer and hours not worked and paid by the Employer.
 - (ii) Pregnancy Leave for up to seventeen (17) weeks.
- Parental Leave for up to thirty-five (35) weeks.

- (iii) Item 2 is based on the average hours worked in the eight (8) weeks immediately preceding the absence.
- (iv) In the week of injury credit for the scheduled days lost.
- (f) Seniority for all purposes shall accrue for twenty-four (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.
- (g) 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.

11:02 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.

11:03 Part-time departmental seniority to be calculated on the basis of anniversary date for the purpose of deciding vacation preference, etc. (not wages).

11:04 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 working twenty-four (24) hours or less per week shall accumulate on the basis of every accumulation of 1850 hours, which shall equal 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) Layoffs for a period of eight (8) weeks per year,
- (g) Absence on Workplace Safety and Insurance Board.

11:05 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.

- 11:06 (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 20:01. The twelve (12) month period shall include periods of less than thirty (30) days between temporary full time positions.

11:07 **Termination of Service**

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

- (a) voluntarily resigns, retires or is discharged for just cause and is not subsequently reinstated through the grievance procedure; or
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without a reasonable explanation for three (3) or more consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than thirty six (36) months by reason of lay-off; or

- (e) is absent from work for more than twenty-four (24) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (f) fails upon being notified of a recall to a position of the same employment status held prior to the layoff to signify her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer and fails to return to work within ten (10) working days after being notified, unless satisfactory reason is given; or
- (g) an employee uses a leave of absence for other than it was intended

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

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

11:08 Part-time employees "on-call" 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 "on-call" 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 "on-call" must be available for a minimum of four (4) shifts per month and two (2) of those shifts must be weekends.

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

ARTICLE 12 – LAYOFF AND RECALL

12.01 Short Term Layoff

In the event of short term layoffs (a layoff of less than thirteen (13) weeks) the Employer will determine the shift(s) and classification(s) in which the

layoffs will occur. The parties can agree to alternative methods of reduction of hours if time permits.

12.02 General Provisions Related to Layoffs

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

12.03 Long Term Layoffs

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

12.04 Long Term Layoffs

The Employer agrees to give as much advance notice of layoff and recalls as is reasonably possible. Layoffs will be implemented according to seniority in the classification and shift where the layoff occurs, and the recalls will be in accordance with Article 12.07 below.

12.05 Layoff Procedure

(a) An employee who is subject to layoff in Article 12 shall have the right to either:

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

12.06 Layoff Procedure

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

send job postings to employees on recall via registered mail (or equivalent).

12.07 Recall Rights

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

- (i) Recall shall be in reverse order to layoff and all employees on layoff must be given the opportunity of recall before any additional new help is hired.

12.08 Benefits on Layoff

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

12.09 Grievances concerning layoffs shall be initiated at the final step of the grievance procedure.

ARTICLE 13 – JOB POSTING

13.01 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, group 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 considering applications preference will be given according to seniority, provided that the employee concerned has the necessary skill and ability to perform the work required.
- (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 her former position during her 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 first subsequent vacancies to full-time lines will be posted.
- (g) For the purposes of Job Postings all employees hired prior to January 1st, 2000 shall continue to be allowed to have access to all bargaining unit positions, e.g. a Housekeeping Aide to a Nursing H.C.A. position would be awarded a Nurse Aide position if they didn't possess the H.C.A.\P.S.W. certificates. All employees hired on or after January 1st, 2000 must have the required certificate of the posting, i.e. H.C.A.\P.S.W. or Food Preparation Certificate or Restorative Aide course.
- (h) Part-time employees working in a temporary full-time position will be scheduled their vacation entitlement the same as the permanent full-time employee.
- (i) 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.

ARTICLE 14 – LEAVES OF ABSENCE

14:01 Personal Leave

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

14:02 Union Leave

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

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

NHRIPP

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

Long Term Union Leave of Absence

- (a) An employee may apply to the Employer for a long-term leave of absence without pay but without loss of seniority if they are elected or appointed to a full time position with the Local or the National Union. Such leave shall be for a period of three (3) years and may be renewed for a further period as may be agreed between the parties. During such leave the Union shall be responsible for providing WSIB coverage. The Employer will post the vacancy arising as a result of the granting of this leave as a temporary vacancy, which will be filled in accordance with the provisions of the job posting article.

14:03 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 or equivalent service.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law,

sister-in-law, legal guardian, grandparent, 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 or equivalent service.

- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service 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 or equivalent service is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral or equivalent service
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service of his or her aunt or uncle, 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.

Bereavement leave which falls during an employee's vacation shall be paid and the employee's vacation period shall be extended by the number of days equivalent to the bereavement leave paid.

NOTE:

It is understood that if an employee is on paid sick leave and attends the funeral or equivalent service 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 to use one (1) paid bereavement day to which she would otherwise be entitled in accordance with this clause for use at a later date to attend an internment or equivalent service.
- (h) Proof of death will be provided if requested by the employer.

14:04 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 fee 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.

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

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

14:05 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 seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of the 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 14:12 Parental Leave.

- 14:06** An employee who does not apply for leave of absence under Article 14:05 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 14:05 (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.

- 14:07** 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.

14:08 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.

14:09 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 12.

14:10 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.

14:11 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 14:12 of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

14:12 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 seventy-eight (78) 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.

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.

- (e) For the purpose of parental leave under Article 14:12 Parental Leave, the provisions under 14:05, 14:07, 14:08, 14:09, and 14:10 shall also apply.

14:13 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 14:05 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 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 E.I. insurable earnings from sources other than this facility.

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

14:14 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.

14:15 Education Leave

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

(b) Where employees are required by the Employer 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.

14:16 Where any leave of absence exceeds six (6) 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.

14:17 **Education Fund**

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 the 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.

14:18 **Family Leave**

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

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

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

14:19 **Military Leave**

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

ARTICLE 15 – VACATION

- 15:01 (a) The vacation year shall be from July 1st to June 30th of the following year. Vacations with pay shall be granted to all full time employees on the following basis:

Service as at June 30 th	Vacation Entitlement
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:

Service as at June 30 th	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

Twenty-eight (28) years and over 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 1st and June 30th of the following year.

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

By seniority, by department, by shift,

15:02 Upon voluntary termination of employment, or upon discharge, retirement, or in the ease of death, the employee shall be paid vacation pay according to his vacation credit earned and unpaid to the date of his separation, provided that upon voluntary termination he has given two (2) weeks' notice to the Employer prior to the termination of employment. Failing that, the employee shall only be entitled to an allowance as follows: Four percent (4%) of gross earnings during current vacation year.

15:03 (a) Part-time employees are to receive such 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 15th 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.

15:04 Vacation time will be allocated between the months of July and June of 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 May 1st of each year. The Employer shall respond to vacation requests within two (2) weeks. After which the vacations will be on a first come first serve basis.

The parties agree that one (1) employee from the Nursing, Dietary, Housekeeping and Laundry departments will be allowed to use one (1) week of vacation for each of the four (4) weeks owing to be taken during December 15th to January 10th as long as the said employee works either Christmas Day or New Year's Day. The parties further agree that the choice will be made by seniority on a rotational basis.

ARTICLE 16 – PAID HOLIDAYS

16:01 Each employee shall be paid seven and one-half (7-1\2) hours pay at his regular hourly rate for each of the following paid holidays:

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

Upon completion of the probationary period all employees shall be entitled to paid float holidays. Employees hired between January and August will receive two (2) paid float holidays and employees hired between September and December will receive one (1) paid float holiday for that calendar year. 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 excludes weekends and holidays, and may not be taken during the period commencing December 20th of any calendar year and ending January 4th of the following calendar year. Part-time employees will be eligible for these Float Stat Holidays after completion of the probationary period.

16:02 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.

16:03 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.

In the event a part-time employee is the successful applicant, on a temporary full-time position, such employee shall be entitled to above lieu day off with pay in accordance with Article 16. After being in the position for thirty (30) days, such lieu day off with pay must be taken prior to the expiration of the temporary position all employees are paid for the stat on stat.

16:04 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.

16:05 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.

16:06 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.

16:07 All full time employees shall receive a minimum of three (3) days off at either Christmas or New Years of the following year. The regular schedule will be suspended from December 15th to January 10th of the following year. All part-time employees shall receive two (2) days off at either Christmas or New Years of the following year.

The Employer will endeavour to schedule every second weekend off during the period from the 1st of December to 15th of January for full time employees. If sufficient staff coverage is in place, vacation requests will be considered.

Scheduling for Christmas and New Years will be done from the bottom of the seniority list to the top, within each classification unless the senior employees indicate a request to work the holiday. The employee would agree that if the Home has to work short due to a call-in, then the employee would work the holiday they normally would have been scheduled for. Shift trades may be granted after the schedule is posted, and will not be unreasonably denied.

16:08 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.

16:09 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 17 – HOURS OF WORK AND SCHEDULING

17:01 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 five (5) 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).

17:02 The Employer agrees that working schedules shall be posted at least two (2) weeks in advance. Full time schedules cannot be changed unless mutually agreed upon between management and employee.

17:03 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.

17:04 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.

17:05 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.

17:06 Those employees working the ten thirty (10:30) to six thirty (6:30) shift when the change from Daylight Saving to Standard time or vice versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

17:07 **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 (½) 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. The rate of pay will be the rate of the job being performed.

(b) **Part-time Employees**

- (i) "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.
- (ii) All part-time employees shall be scheduled equally according to days available and their preferred shift.
- (iii) Additional on-call days shall be distributed according to their preferred shift, and then department seniority. 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 of these provisions when scheduling the additional hours.
- (iv) Order of priority for on-call:
 - (a) Part-time employees that normally work on the shift where the absence occurs that have less than six (6) scheduled days, by seniority.
 - (b) 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.
 - (c) 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.
 - (d) 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.

- v) 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.
 - (vi) If any present employees have reached an agreement or reach an agreement with Management regarding limitations to their availability, such agreement shall be continued.
 - (vii) 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.
 - (viii) 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.
 - (ix) 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 17:07 (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 17:07 (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 17:07 (a) and or (b) occurred.

It is further agreed by the parties that the employee must notify the Employer of all violations of Article 17:07 (a) and/or (b) within ten (10) days of such occurring.

Missed call-ins to include holiday pay when rectified.

17:08 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.

17:09 **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.

17:10 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.

17.11 Upon request, employees may give away up to a maximum of sixteen (16) shifts per calendar year. It is understood that such give away shall be arranged by the employee and done according to the call-in procedure and will not result in overtime. Such requests shall normally be made within seventy-two (72) hours notice excluding Saturdays, Sundays and holidays prior to the giveaway. Such requests will not be unreasonably denied. Employees may not give away or switch a shift received by a giveaway or a switch in shift in accordance with this Article or Article 17.10.

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

ARTICLE 18 – PREMIUM PAYMENT

18:01 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 his rest period.

18:02 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. In cases of emergency where employees are called in during their vacation or on a holiday lieu day, they will be paid time and one half for all hours worked, and their vacation period extended by the same time.

The Union acknowledges that the call-in practice for Laundry, as indicated below, is in keeping with Article 17:07 of the Collective Agreement.

Call-In Practice – Laundry

First Call	Laundry Staff
Second Call	Kitchen Part-time Staff
Third Call	Housekeeping Part-time Staff

18:03 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.

18:04 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.

18:05 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 (30¢) per hour.

18:06 Weekend Premium

Employees will receive a shift premium of fifty-five cents (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 19 – ALLOWANCES

19:01 Employees who are required to wear a uniform at the request of the Employer shall be paid a monthly uniform allowance of eleven dollars (\$11.00) per month for full time employees and five dollars, fifty cents (\$5.50) per month for part-time.

19:02 This allowance to be paid semi-annually on the pay period ending closest to April 15th and October 15th.

19:03 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.

19:04 (a) When an 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 ½ shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of the assignment.

(b) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, she shall be paid an additional seventy-five cents (\$0.75) per hour.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

20:01 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.

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.

The parties will meet to discuss the implementation of this modification to drug plan.

Effective 2nd month after ratification:

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 one (1) year lag, with a maximum benefit of \$1200.00 per insured person per year. The Employer agrees to pay one-half (½) 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 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 1st, 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.

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.

20:02 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.

20:03 The parties agree to follow the current benefit booklets or collective agreement regarding benefits, and at age seventy (70), workers previously entitled to benefits will receive in lieu as per the contract.

20:04 An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article shall be entitled to enrol in the benefits under any one of the following conditions without the late enrolment restrictions set out elsewhere in this collective agreement or in the benefit plan under any one of the following circumstances:

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

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

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

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 or 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) 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.

21:03 **Work Reintegration**

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

The Employer or employer group by mutual agreement will review with the Union at the Labour Management Committee meeting its Early and Safe Return to Work and Work Reintegration programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Labour Work Reintegration 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.

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

ARTICLE 22 – PENSION PLAN

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

22:01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-Employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in 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.

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

22:02 Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

22:03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

22:04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

22:05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 22.05 of the agreement are:

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

Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

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

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings
Year to Date Pension Contributions
Employer portion of arrears owing due to error, or late enrolment
by the Employer.

(iii) **To be provided once, if status changes:**

Full Address as provided to the Home;

Termination date where applicable (MMDDYY).

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

Gender

Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

22:06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13th, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

22:07 Where legislation or the plan prohibits an employee from contributing to the pension plan or alternative pension vehicle because of age, the contributions the Employer would otherwise have made will be added to the employee's wage.

ARTICLE 23 - WORKPLACE SAFETY AND INSURANCE BOARD

23:01 **Workplace Safety 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 a period of twenty- four (24) months provided employees continue to pay their share of the benefits.
- (b) 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.
- (c) 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.

23:02 (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 13) 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.)

Employee 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 23:02 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.

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

ARTICLE 24 – COMPENSATION

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

shall constitute part of this Agreement. 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.

24:02 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.

24:03 All employees will be paid bi-weekly on every second Friday, 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.

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 exceed seven (7) 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.

24:04 The Employer shall endeavour to provide T4 statements for all employees no later than the second pay day of February of each year.

ARTICLE 25 -- MISCELLANEOUS

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

25:02 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.

25:03 Workload

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

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

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

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

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

25:04 The Employer agrees to provide for free parking for employees in accordance with local zoning by-laws.

25:05 No Pyramiding

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.

25:06 Preparation of Agreement

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

25:07 Orientation

- (a) There shall be a three (3) days, and up to six (6) days, orientation for all new staff. The employee's wage rate will be the probationary rate.
- (b) The above orientation hours form part of the probation period referred to in Article 11 and are added as seniority hours.

25:08 Liability Insurance

Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide her 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.

25:09 CMI Review

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

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

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

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

ARTICLE 26 - TERM AND RETROACTIVITY

26:01 The Agreement shall be in effect up to and including October 31st, 2024 and shall continue in full force and effect until a new Agreement is reached either during the course of negotiations, conciliation or arbitration proceedings as required by the Ontario Labour Relations Act and the Hospital Labour Disputes Arbitration Act.

26:02 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.

26:03 Retroactivity

- (a) Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of November 1st, 2021 and to all new employees hired since that date. Retroactivity will be paid within two pay periods (bi-weekly) of the Employer being notified of ratification\arbitration.
- (b) If an employee shall have terminated his\her employment since November 1st, 2021 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 sixty (60) days of date of ratification.
- (c) The Employer agrees to pay retroactive wages on a separate cheque as per the retroactive clause.

SCHEDULE "A" – WAGE RATES

		NOV. 1\21 to OCT. 31\22 1.5%	NOV. 1\22 to OCT. 31\23 3%	NOV. 1\23 to OCT. 31\24 3%
CERT. HCA	PROBATION	\$21.07	\$21.70	\$22.36
	START	\$21.55	\$22.20	\$22.87
	1 YEAR	\$22.16	\$22.82	\$23.51
	2 YEAR	\$22.78	\$23.46	\$24.16
STUDENTS	RATE	\$19.17	\$19.17	\$19.17
DIETARY, HOUSEKEEPING, LAUNDRY	PROBATION	\$20.60	\$21.22	\$21.86
	START	\$21.06	\$21.69	\$22.34
	1 YEAR	\$21.66	\$22.31	\$22.98
	2 YEAR	\$22.31	\$22.98	\$23.67
COOK #1	PROBATION	\$22.64	\$23.32	\$24.02
	START	\$23.11	\$23.81	\$24.52
	1 YEAR	\$23.70	\$24.41	\$25.14
	2 YEAR	\$24.34	\$25.07	\$25.82
COOK #2	PROBATION	\$21.82	\$22.48	\$23.15
	START	\$22.34	\$23.01	\$23.70
	1 YEAR	\$22.93	\$23.62	\$24.33
	2 YEAR	\$23.53	\$24.23	\$24.96
ACTIVITY AIDE	PROBATION	\$20.91	\$21.54	\$22.18
	START	\$21.36	\$22.00	\$22.66
	1 YEAR	\$21.94	\$22.60	\$23.28
	2 YEAR	\$22.55	\$23.23	\$23.93

*Student rate above does not receive % increases.

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.

PERSONAL SUPPORT WORKER COURSE

Employer to pay fifty percent (50%) of course cost to any Nurse's Aide authorized to take the course who successfully completes it.

PART-TIME EMPLOYEES

NOTE: Part-time employees shall receive \$0.65 per hour extra in lieu of benefits. (Benefits to include shift premium.)

RESTORATIVE AIDE POSITION

NOTE: Restorative Aide Position: for those employees working the Restorative Aide Position they shall be paid the H.C.A.\P.S.W. rate for those with H.C.A.\P.S.W. certificates or the Restorative Aide course.

For all other employees working in the Restorative Aide Position, they shall be paid at the Nurse Aide Rate.

NURSES AIDES

Effective 1st pay period after ratification move all Nurse Aides and Health Care Aides into a PSW classification. The PSW classification, if not listed in the agreement, will include any Health Care Aide premium now in existence. Once the PSW classification is created, the Health Care premium will be deleted.

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

**RICHMOND TERRACE
NURSING HOME SERVICE**

Kelli McIsaac

Mary Rathby

UNIFOR AND ITS LOCAL 2458

Alister Renaud

Melissa Pudy

Kyrene Winkler

[Signature]

[Signature]

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LETTER OF UNDERSTANDING #1 - RE: PART-TIME SCHEDULING

In as far as possible, part-time employees will be scheduled for two (2) to three (3) days per week according to seniority, additional on-call days will be distributed according to department seniority wherever possible. Part-time will be given the first opportunity to have such hours.

When a part-time employee consistently refuses to come in when called, Management will review the conditions of part-time employment with the employee and will take necessary action to ensure that the employee will fill the application to comply with on-call requirements. Part-time employees will, where possible, be scheduled to work an equal number of Statutory Holidays.

If any present employees have reached an agreement with management regarding limitations to their availability on specific shifts, such agreement shall be continued.

LETTER OF UNDERSTANDING #2 - RE: ABUSE AND THREATENING BEHAVIOUR

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

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

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

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

It is agreed that when the employee is faced with the 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 #3 – RE: CLOSURE TO AVOID THE UNION LANGUAGE

The Employer agrees to not close an existing home and open another in an attempt to avoid the Union during the life of the Collective Agreement.

LETTER OF UNDERSTANDING #4 – RE: CONTRACTING IN LANGUAGE

The Employer confirms that it will not "contract in" during the life of the collective agreement. The Parties agree that this LOU does not pertain to the Employer's use of Agency staff provided employees who are qualified are given first opportunity to work shifts.

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

LETTER OF UNDERSTANDING #5 – RE: PAID HOLIDAYS

- 1) It is agreed that the participating homes identified in Schedule "A" all provide for more holidays than are set out in the Employment Standards Act 2000 (the Act).
- 2) It is further agreed that these same homes apply qualifiers to determine the entitlement of bargaining unit employees to holiday pay. In some cases these qualifiers apply only to Part-Time employees, and in some cases to both Full-Time and Part-Time employees.
- 3) It is further agreed that it is possible, when the qualifiers are applied, that the affected employees will not receive the holiday pay to which they are entitled under the Act.
- 4) Grievances have been filed at Babcock Nursing Centre and at Delhi Nursing Home (insert grievance references numbers or dates) alleging the Employer has not paid the holiday pay to which employees are entitled.
- 5) In order to resolve this issue in an amicable manner the parties agree that any dispute regarding the adequacy of the benefits under the collective agreement compared to the benefits under the Act should be resolved on the basis set out in the award of Arbitrator How in Re Zehrs Markets and UFCW Local 175 (2002) 107 LAC (4th) 261. For greater clarity since the comparison between entitlements under the Act and under the collective

agreement must be made in an individual basis, the Employer will compare each employee's entitlements at the end of the calendar year or at the time of termination of employment if applicable.

- 6) Accordingly, all homes set out in Schedule "A" will, commencing in January 2010 determine the amount of holiday pay (in dollars) each employee would have received in 2009 under the Act, using the qualifiers set out in the Act, and calculating holiday pay as set out in the Act. This will be referred to as the "required holiday pay".
- 7) The results of this calculation will be compared to the actual holiday pay each employee received in the year 2009 using the qualifiers as applied by the Employer as set out in its collective agreement with the Union. This will be referred to as the "actual holiday pay".
- 8) Where the actual holiday pay received by an employee is greater than the "required holiday pay" no further action need be taken.
- 9) Where the actual holiday pay received by an employee is less than the required holiday pay, the employee will receive the difference between those two sums, less deductions required by law.
- 10) Prior to releasing any funds each Employer will share with its local Union President or designate, the results of the calculations set out in 6 to 9 inclusive for verification.
- 11) Notwithstanding the above, it is agreed that at Babcock and at Delhi Nursing Home, where grievances were filed in 2008, a calculation will be undertaken as set out above for calendar 2008.
- 12) Monies owing under the calculations set out above will be paid within two pay periods of the date the Union Chairperson receives the calculations from the Employer.
- 13) The above settles the grievances at Babcock and Delhi. This calculation will be carried out at each home indicated in Schedule "A" for as long as it is necessary to ensure compliance with the Act, or until such time as the parties agree to an alternative.
- 14) Reconciliation to be completed no later than March 1st.
- 15) The local parties will meet within 90 days of ratification to discuss the issues of holiday pay. In the event the parties are not able to agree upon a payment mechanism, the provisions of the expired collective agreement will continue to apply, including the renewal of the LOU.

LETTER OF UNDERSTANDING #6 - RE: PART-TIME SENIORITY ACCRUAL

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

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

Now therefore witnesseth as follows:

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

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

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

LETTER OF UNDERSTANDING #7 - RE: RECORD OF EMPLOYMENT (ROE)

- (a) In completing the Record of Employment the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.
- (b) The parties agree that when an employee will be absent from work on a pre-scheduled medical leave, the ROE will be submitted

electronically after the payroll that contains their last shift has been completed.

- (c) The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, the ROE will be submitted electronically after the payroll that contains their last shift has been completed.

LETTER OF UNDERSTANDING #8 - 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 there 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:

Dietary	One (1);
Laundry	One (1);
Activities	One (1);
Housekeeping	One (1);
Restorative	One (1);
Nursing	Five (5) – two (2) dayshift; two 2 evening shift; one (1) nightshift.

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

LETTER OF UNDERSTANDING #9 – RE: LABOUR MANAGEMENT MEETING

During negotiations, the parties discussed vacations.

The parties also discussed the allocation of the midnight shift hours in the work week.

The parties agree to meet within ninety (90) days of ratification to discuss and clarify the current procedure on how vacation is earned. It is the intent of the parties to provide clarification to members of the current practice.

The parties further agree to meet within ninety (90) days of ratification to discuss alternatives to the current midnight shift work week hours within the work week. Any change to the current structure will only be amended by the mutual agreement of the parties.

LETTER OF UNDERSTANDING #10 – RE: STUDENTS

The parties may agree to the use of students, if the Employer wishes to hire students during the life of this agreement.

1. (a) Students may be hired for summer employment to aid in vacation relief from May 1st to September 30th and for the remainder of the year as mutually agreed.
- (b) the parties may further agree students may be hired for year round weekend coverage. These students would not be scheduled any shifts except weekend and could only be utilized on a "on-call" basis throughout the week.
2. In these circumstances, the following shall apply:
 - (a) Students employed in accordance with this letter are not part of the bargaining unit and will not accrue seniority service while employed as a student.
 - (b) Students will be employed in the PSW classification of the Home at the NA classification rates of pay. Hours of work shall be determined by the Employer subject to the needs of the Home.
 - (c) Any entitlements or benefits will be solely those required under the ESA.
 - (d) Students must be enrolled in school to be considered a student.
 - (e) Students will pay union dues in accordance with the Collective Agreement.
 - (f) These students will not be working without direct supervision.

- (g) When students are allowed to be scheduled. They will be placed at the bottom of the schedule. Shifts will be divided amongst students as equally as possible. Students will not be scheduled until all bargaining unit employees have been exhausted. Subject to usual weekend rotation.

Students may accept call-ins once the normal call-in procedure is exhausted. Students will not infringe on the hours that are available and could be worked by bargaining unit members. Students would only be used once completely exhausting regular staff and the shifts were unable to be filled.

When students are allowed to be scheduled they will not be scheduled to infringe on the overtime guidelines, when there is a vacancy of one (1) on midnights and two (2) on days or afternoon.

- (h) It is further specifically agreed and understood that these students are employed for enhancement purposes only. It is not the intent to utilize students to avoid the hiring of PSW's.
- (i) The parties may agree to use students in any other classification and paid at the probationary rates of pay. Any such use, must be mutually agreed to by the parties.
- (j) Either party may cancel this letter and the use of students with four (4) weeks written notice.

LETTER OF UNDERSTANDING #11 - 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 the local workplace committee they must be approved by the local and national union and the Employer corporate representative.
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 #12 - 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 1st to September 30th. 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 #13 - 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 #14 - 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.

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