

COLLECTIVE AGREEMENT

Between:

BROUILLETTE MANOR LIMITED

- And -



UNIFOR AND IT'S LOCAL 2458

EFFECTIVE FEBRUARY 1ST, 2023 TO AND INCLUDING JANUARY 31ST, 2025

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	3
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 – UNION MEMBERSHIP AND CHECK-OFF	3
ARTICLE 4 – PROBATIONARY EMPLOYEES.....	4
ARTICLE 5 – DEFINITIONS	5
ARTICLE 6 – SENIORITY.....	5
ARTICLE 7 – COMMITTEES AND COMMITTEEMEMBERS.....	8
ARTICLE 8 – LEAVE OF ABSENCE.....	10
ARTICLE 9 – JOB POSTINGS.....	12
ARTICLE 10 – MANAGEMENT RIGHTS	14
ARTICLE 11 – GRIEVANCE PROCEDURE	14
ARTICLE 12 – ARBITRATION.....	16
ARTICLE 13 – SCHEDULES	17
ARTICLE 14 – STRIKES AND LOCKOUTS.....	18
ARTICLE 15 – HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS.....	18
ARTICLE 16 – COMPASSIONATE LEAVE OF ABSENCE	21
ARTICLE 17 – JURY DUTY	22
ARTICLE 18 – HEALTH AND WELFARE (FULL-TIME EMPLOYEES)	23
ARTICLE 19 – VACATIONS.....	25
ARTICLE 20 – PAID HOLIDAYS	27
ARTICLE 21 – GENERAL.....	30
ARTICLE 22 – SICK LEAVE	30
ARTICLE 23 – NEW EMPLOYEES.....	33
ARTICLE 24 – RETROACTIVITY.....	33
ARTICLE 25 – DURATION OF AGREEMENT	33
ARTICLE 26 – THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN	35
SCHEDULE “A” - WAGES	37
RPN ADJUSTMENT.....	38
LETTER OF UNDERSTANDING #1 – RE: SCHEDULING OF SHORT WORK WEEK.....	38
LETTER OF UNDERSTANDING #2 – RE: PART-TIME HOLIDAYS	41
LETTER OF UNDERSTANDING #3 – RE: VIOLENCE AGAINST WOMEN	41
LETTER OF UNDERSTANDING #4 – RE: DATA TO BE SUPPLIED.....	42
LETTER OF UNDERSTANDING #5 – RE: DISCIPLINARY POLICY	42
LETTER OF UNDERSTANDING #6 – RE: RELCATION OF NURSING.....	42
LETTER OF UNDERSTANDING #7 – RE: YEAR-TO-DATE CALCULATIONS	42
LETTER OF UNDERSTANDING #8 – RE: C.M.I. RESULTS	42
LETTER OF UNDERSTANDING #9 – RE: OCCUPATIONAL HEALTH AND SAFETY ACT	43
LETTER OF UNDERSTANDING #10 – RE: SPECIAL DUES ASSESSMENT.....	43
LETTER OF UNDERSTANDING #11 – RE: UNION CHAIRPERSON	43
LETTER OF UNDERSTANDING 12 – RE: ARTICLE 22:02	43
LETTER OF UNDERSTANDING #13 – RE: PROCEDURE FOR NON-PREMIUM FLOAT DAY	43
LETTER OF UNDERSTANDING #14 – RE: VACATION SCHEDULING	44
LETTER OF UNDERSTANDING #15 – RE: ARTICLE 20:04 (B)	45
LETTER OF UNDERSTANDING #16 – RE: ISSUES FOR JLM MEETING.....	45
LETTER OF UNDERSTANDING #17 – RE: STATUTORY HOLIDAY SCHEDULING	45
LETTER OF UNDERSTANDING #18 – RE: NATIONAL DAY OF MOURNING	46
LETTER OF UNDERSTANDING #19 – RE: MANDATORY EDUCATION	46
LETTER OF UNDERSTANDING #20 – RE: FIVE HOUR SHIFTS	46
LETTER OF UNDERSTANDING #21 – RE: RESIDENT ABUSE NOT TOLERATED	46
LETTER OF UNDERSTANDING #22 – RE: WORKING SHORT	46
LETTER OF UNDERSTANDING #23 – RE: JOB ROUTINES	47
LETTER OF UNDERSTANDING #24– RE: PAY EQUITY	47
LETTER OF UNDERSTANDING #25 – RE: HEALTH AND SAFETY/MENTAL HEALTH.....	48
LETTER OF UNDERSTANDING #26 – RE: WORKPLACE DIVERSITY AND INCLUSION.....	48
APPENDIX “A”	48

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 establish mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement.

ARTICLE 2 - RECOGNITION

2:01 The Employer recognizes the Union as the sole Bargaining Agent for all employees covered by the certificate issued by the Ontario Labour Relations Board on June 12th, 2000, and undertakes that it will not enter into any other agreement or contract with the employees represented by the Union, either individually or collectively, which will or might be interpreted to conflict with the terms of this Agreement.

2:02 The Employer undertakes that it will not, so long as the Union continues to be entitled to represent the employees of the Employer, enter into any other agreement or contract with the employees employed within the said bargaining unit, individually or collectively, which will conflict with the provisions of this Agreement.

ARTICLE 3 – UNION MEMBERSHIP AND CHECK-OFF

3:01 All present employees who are members of the Union, and those who subsequently choose to become members of the Union, shall maintain such membership in good standing as a condition of continued employment during the term of this Agreement.

3:02 All future employees must become and remain members in good standing of the Union as a condition of employment during the term of this Agreement.

3:03 All employees covered by the terms of this Agreement shall, as a condition of employment, pay monthly Union dues or the equivalent of monthly Union dues, as established by the Union in accordance with the Unifor Constitution and By-Laws, and such Union dues shall be paid through monthly check-off deductions as outlined below.

3:04 The Employer agrees to deduct from the first pay ending in each calendar month of each employee who is covered under the terms of this Agreement, the monthly Union dues as established by the Union from time to time for the preceding calendar month.

The responsible officer of the Union shall notify the Employer in writing of the appropriate amounts of the foregoing, and any changes thereto, as they become effective.

3:05 The Union dues shall be deducted once a month and shall be remitted along with a listing of all employees from whom such deductions were made, to the financial secretary of the Union not later than the 20th day of each month.

It is agreed that upon commencement of employment new employees shall be advised by a representative of the Employer of the existence of the Union and of the conditions surrounding their employment, as contained in this Collective Agreement and any rules that may be formulated under its terms.

- 3:06 The listing referred to in sub-Article 3:05 above shall also include the names of those employees whom deductions were not made because of absence for injury or illness or because employment had been terminated.
- 3:07 Both parties agree that they are subject to the terms of the Hospital Labour Disputes Arbitration Act.
- 3:08 The Employer agrees to include the amount deducted during each calendar year, for Union dues, on the employee's T-4 slips.

ARTICLE 4 – PROBATIONARY EMPLOYEES

- 4:01 Any new employee shall be considered a probationary employee until such employee completes fifty (50) working days of employment employees who have completed such probationary period shall be considered permanent employees and shall be credited with seniority from date of hire. Discharge of probationary employees is at the sole discretion of the employer and not subject to the Grievance/Arbitration procedure, unless such discharge is discriminatory or arbitrary.
- 4:02 The Employer agrees to furnish the Union monthly with a written list of all new employees of the Employer who have completed their probationary period as provided in sub-Article 4:01 of this Agreement.
- 4:03 The grievance and arbitration procedures hereinafter in this agreement laid down shall not be available to any employee who has not completed the probationary period as provided in sub-Article 4:01 of this agreement nor shall such procedure be available to the union on behalf of any such employee with respect to discharge or discipline of such employee and/or any matter relating to seniority, provided the employer does not act in a discriminatory manner.
- 4:04 The Employer agrees that a representative of the Union may interview each employee either during her new employee orientation sessions or prior to the completion of her probationary period as provided in sub-Article 4:01 of this Agreement. The Employer further agrees to designate the time and place for such interview on the Employer's premises. Such interview shall not exceed fifteen (15) minutes in duration for each such employee. Where two (2) or more employees are to be interviewed at the same time, the interview time will not exceed fifteen (15) minutes.

ARTICLE 5 – DEFINITIONS

- 5:01 The term "permanent employee" when used in this Agreement shall mean an employee employed by the Employer who has successfully passed her probationary period.
- 5:02 The term "full-time employee" when used in this Agreement shall mean a permanent employee who is regularly paid for thirty-seven and one-half (37½) hours of work per week.
- 5:03 The term "part-time employee" when used in this Agreement shall mean a permanent employee who is regularly paid for less than thirty-seven and one-half (37½) hours per week.
- 5:04 The term "regularly paid" shall be defined as the average over any four (4) week period.

ARTICLE 6 – SENIORITY

- 6:01 Seniority rights of permanent employees shall be established after completion of their probationary period as defined in sub-Article 4:01 of this Agreement.
- 6:02 (a) Departmental seniority for full-time employees shall be defined as length of continuous service with the Employer as a full-time employee within one of the Departments hereinafter set forth from the date upon which the full-time employee last became a member of the Department.
- (b) Institution-wide seniority for full-time employees shall be defined as length of continuous service with the Employer as a full-time employee from the date prescribed in sub-Article 4:01 of this Agreement.
- (c) Department seniority for part-time employees shall be defined as length of continued service with the Employer as a part-time employee within one (1) of the Departments hereinafter set forth from the date upon which the part-time employee last became a member of the Department.
- (d) Institution-wide seniority for part-time employees shall be defined as length of continuous service with the Employer as a part-time employee from the date prescribed in sub-Article 4:01 of this Agreement.
- (e) Notwithstanding the foregoing, for the purposes of wage progression as prescribed in Schedule "A" hereto, seniority for part-time employees shall be calculated on the basis of tours worked after the start date or time served whichever occurs first.
- 6:03 Each employee shall be classified as a member of one of the following departments: Nursing, Dietary, Housekeeping, Laundry and Activation. The Nursing Department

includes Registered Practical Nurses, Health Care Aides/Personal Support Worker and Resident Aide.

- 6:04 Separate institution-wide seniority and departmental seniority lists shall be posted by the Employer every six (6) months on the bulletin board, namely on the 15th day of May and November in each year. Copies of the said seniority lists shall be mailed to the Union office on such dates or soon thereafter. The list shall also include the seniority standing, job classification and accumulated sick leave credits for each employee.
- 6:05 (a) A layoff which is expected to continue for less than six (6) weeks shall be implemented by reference to departmental seniority. In such cases, whenever the workforce within a department shall be reduced by the Employer, probationary employees shall be laid off first and if more layoffs are implemented, the last in the classification affected on the said departmental seniority list shall be next laid off providing the employees who remain on the job have the ability to perform the work. On returning to work, the last employee laid off shall be the first employee recalled.
- (b) Where a layoff is expected to continue for six (6) weeks or more, the employee to be laid off in the department to be reduced shall be determined by applying the procedure in Sub-Article 6:05 (a). Thereafter, the employee laid off pursuant to Sub-Article 6:05 (a) shall have the option of accepting the layoff or shall have the right to displace the employee having the least department seniority, in any other department provided she:
- (i) has the ability and qualifications to perform the work of that position, and
 - (ii) has more institutional seniority than the employee being displaced.
- On returning to work the last employee laid off (most senior) shall be the first employee recalled provided they have the skill and ability to perform the available work.
- (c) Where a layoff effected under sub-Article 6:05 (a) continues for six (6) weeks, the Employer, as soon as predicable thereafter (not to exceed three (3) days), shall give each employee who was laid off pursuant to sub-Article 6:05 (a) the option set forth in sub-Article 6:05 (b).
- 6:06 (a) The Employer shall give each employee who has acquired seniority and who is to be laid off for a period of six (6) weeks or more, notice in writing of her layoff in accordance with the following schedule:
- (i) Up to two (2) years institutional seniority - two weeks notice;

- (ii) Two (2) years or more, but less than five (5) years institutional seniority - (3) weeks notice;
- (iii) Five (5) years or more, but less than ten (10) years institutional seniority - four (4) weeks notice;
- (iv) Ten (10) years or more institutional seniority - eight (8) weeks notice.

Institutional seniority shall be calculated as stated above as the date of the proposed layoff.

- (b) In all other cases of layoff, the Employer shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice.

6:07 An employee who is laid off or displaced pursuant to Sub-Article 6:05 (b), shall retain recall rights for a period of thirty-six (36) months from the date of layoff or displacement, to a vacancy in a classification and department, provided she has the seniority and ability to perform the available work.

6:08 The notice requirements in sub-Article 6:06 (a) and 6:06 (b) do not apply:

- (a) to an employee who is laid off as a result of being displaced by another employee exercising her right under sub-Article 6:05 (b) and
- (b) if a layoff occurs because of an emergency - for example, fire, power failure, Act of God, equipment breakdown or any other condition beyond the reasonable control of the Employer.

6:09 No new employee shall be hired in the classification in which a layoff has taken place until laid off employees who retain seniority and are eligible for recall as prescribed by this Article have been given the opportunity to return to work.

6:10 A copy of any layoff notice shall be sent to the Union at the same time as it is given or mailed to employees concerned.

6:11 The Employer agrees to meet with the Union on request for the purpose of discussing the method implementation of a layoff and recall.

6:12 No full-time or part-time employees will be laid off while temporary or probationary employees are employed, providing that the employees who remain on the job then have the ability to perform the work.

6:13 Record of employment to be made available to employees on their last day worked or as soon thereafter as practicable within a period of not longer than five (5) business days from the last day worked.

6:14 **Loss of Seniority**

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

- (a) voluntarily resigns or retires; or
- (b) discharged for just cause and not reinstated pursuant to the provisions of the grievance and arbitration procedures; or
- (c) overstays a leave of absence or remains away from work without permission for a period of more than five (5) consecutive working days for which she is scheduled to work, without a justifiable reason for such absence; or
- (d) fails to report for work in accordance with a notice of recall, or within seven (7) working days after the registered mailing date of such notice, whichever is later, unless a satisfactory reason is given; or
- (e) is laid off from work for a period of thirty-six (36) months; or
- (f) is transferred to a position outside of the bargaining unit.

6:15 Any controversy over the seniority of an employee shall be subject to the grievance procedure herein provided.

6:16 The term “continuous service” when used in this agreement shall mean unbroken employment and seniority and shall include: vacations and holidays; scheduled days off; approved leave of absence; layoffs for a period of up to thirty-six (36) months; suspensions and absences due to illness or injury.

6:17 Neither institution-wide nor departmental seniority shall be determinative for any purpose other than those purposes expressly described in this Agreement.

ARTICLE 7 – COMMITTEES AND COMMITTEEMEMBERS

7:01 The Employer recognizes the following committees for the respective purposes shown:

Negotiating Committee

The Employer acknowledges the right of the Union to appoint, elect or otherwise select from seniority employees a Negotiating Committee composed of three (3) employees of the Employer. The purpose of the Negotiating Committee shall be to negotiate with the Employer for a renewal of the within Collective Agreement pursuant to this agreement and the Employer shall meet and negotiate with the Negotiating Committee for this purpose.

Negotiating Committee members who are scheduled to work midnight or evening shifts on the day of negotiations shall have their shifts changed to days for the purpose of

attending negotiations. Such change shall not be subject to premium payment. Days upon which negotiations occur shall be considered as days of work for all Negotiating Committee members. The employer shall compensate the Negotiating Committee members for time actually spent at negotiations, at their regular rate, to a maximum of five (5) days of negotiations including conciliation with the Employer and plus one (1) day of preparation, a maximum of seven and one-half (7½) hours per day.

Labour Management Committee

The Labour-Management Committee shall be comprised of not more than three (3) employees and not more than three (3) representatives of the Employer. The Committee shall meet at least every three (3) months. The Labour-Management Committee shall concern itself with matters of the following nature:

- (a) considering constructive criticisms so that better relations may exist between the Employer and the employees;
- (b) promoting safety and sanitary practices and the observance thereof;
- (c) reviewing employees' suggestions and questions concerning working conditions;
- (d) such other matters; including notification by the Home to the Union of the hiring of any new employees to the Nurse Aide classification, as may properly be raised for discussion or consideration by this Committee from time to time. The Labour-Management Committee shall meet at the written request of either party and the written request shall briefly indicate the matter or matters to be discussed at the meeting; provided however that the Labour Management Committee shall not meet more than once in any calendar month. The meetings may be alternately chaired by the employees and the Employers. The National Representative or Officer of the Local Union shall be entitled to attend the Labour-Management Committee. The meetings shall be held at a mutually agreed upon time and the committee members on shift will suffer no loss of pay for such meetings.

Health and Safety Committee

The Employer acknowledges a Health and Safety Committee composed of up to three (3) seniority employees appointed, elected or otherwise selected by the union and up to three (3) representatives of the Employer. The purpose of the Health and Safety Committee will be to promote the occupational health and safety of employees. NOTE: Where ONA appoints a representative, Unifor is entitled to two (2) representatives.

The members of the Health and Safety Committee shall suffer no loss of pay while attending Health and Safety meetings during their regular working hours and further the Committee shall abide by the Occupational Health and Safety Act of Ontario as amended from time to time.

7:02 The Employer acknowledges the right of the Union to appoint or otherwise select four (4) Committeepersons, one (1) of whom shall be the Chairperson. Any Committeeperson, including the Chairperson, may serve as a member of the Negotiating Committee and/or the Labour-Management Committee and/or the Health and Safety Committee.

If either party wishes to have a representative or a guest attend a health and safety meeting it shall be permitted to do so provided the other party receives at least two (2) weeks notice in advance unless its not possible to do so.

7:03 It is acknowledged, understood and agreed that Committeepersons and members of the Negotiating Committee and the Labour-Management Committee have their regular duties to perform as employees and that such duties must be performed in the same manner as other employees. Committeepersons and Committee Members shall not leave their regular duties without receiving permission from the Department Head and if such permission be granted, they will report to the Department Head upon their returning to work. The Department Head shall not unreasonably refuse to grant a Committeeperson or Committee Member permission to leave their regular duties for a reasonable length of time without loss of pay in order to perform any of the duties required to be performed by a Committeeperson or Committee Member under the terms of this Agreement.

The members of the Union Negotiating Committee shall be excused from scheduled work during the date (calendar day twenty-four (24) hours) of negotiations for the renewal of the Collective Agreement and such employees shall not suffer any loss of pay on such day.

7:04 The Union shall inform the Employer in writing of the names of the Committeepersons and the Chairperson and of any changes in the name of the Committeepersons and the Chairperson.

7:05 The Unit Chairperson may make arrangements with the Administrator or designate to review Employer policies that apply to members of the bargaining unit. Where the Employer makes changes to an existing policy that applies to the members of the bargaining unit, or introduces a new policy that applies to members of the bargaining unit, a copy will be provided to the Unit Chairperson.

ARTICLE 8 – LEAVE OF ABSENCE

8:01 Leaves of absence for good and valid reasons (e.g., leaves of absence for educational purposes limited to one (1) year at a time of issue) may be granted by the Employer without pay upon written application being made therefore. A request for a leave of absence will be considered by the Employer only when such request is made in writing, specifying the reason therefore, and delivered to the Employer not less than two (2) weeks in advance of the commencement of the requested leave of absence; provided

however that the provision for advance notice shall be waived in the cases of emergency.

8:02 Any employee who has been granted a leave of absence shall not, during the period of the leave of absence, engage in gainful employment for any other person, firm or corporation “unless agreed to in advance”.

8:03 (a) Union business shall be considered good cause for leave of absence.

A leave of absence without pay shall be granted to an employee who is elected or selected to represent the Union at conventions, seminars, educational classes or other similar Union business upon written request therefore being made to the Employer by the Union normally four (4) weeks, but not less than two (2) weeks in advance of the commencement of the requested leave of absence. The written request shall contain the name of the employee elected or selected to represent the Union and shall specify the length of time off; provided that not more than one (1) employee shall be granted such a leave of absence at any time; provided further that there shall be no substitute of any other employee for the employee named in the Unions written request unless a written request for substitution is made to the Employer by the Union not less than one (1) week in advance of the requested leave of absence for an unpaid leave of absence of four (4) weeks or less for Union business. Requests made with less notice than above will not be unreasonably denied if it was not possible to do so. The Employer will continue to pay the employee's wage and benefits and the Employer will invoice the Union for the aforementioned wages and benefits costs.

It is understood that like other leaves, Union leave is granted with due regard for the proper operation of the Home. Union leave will not be granted where it results in the Employer paying overtime to replace the shift or shifts.

(b) The Employer will grant a leave of absence without pay and without benefits for a period of one (1) year, to an employee, for the purpose of accepting a full-time position with the Union. Application for such leave, must be made in writing at least one (1) month prior to the commencement of the leave, and it shall be granted to an employee on a once only basis. During such absence the Employer may fill the vacancy with a temporary employee and no more than one (1) employee shall be absent on such leave at any one time.

8:04 **Pregnancy Leave of Absence**

Leave of absence will be granted due to pregnancy pursuant to the provisions of the Employment Standards Act (ESA 2000) to employees with thirteen (13) weeks of employment. The maximum pregnancy leave is seventeen (17) weeks. The employee is required to give as much notice as possible (at least two (2) weeks) and include their anticipated return to work date. At such time she shall also furnish the Employer with

her doctor's certificate as to pregnancy and expected date of delivery where the employer requests it.

Leave of absence will be granted for parental leave pursuant to the provisions of the Employment Standards Act (ESA 2000) to:

- (i) an employee who is a father;
- (ii) an employee immediately following their pregnancy leave;
- (iii) an adoptive parent.

The maximum parental leave is subject to provision of the Employment Standards Act (ESA 2000):

The return to work date following pregnancy and/or parental leave shall be confirmed in writing at least four (4) weeks in advance thereof. Seniority and service will accrue and the employer will continue to forward the premiums for benefit plans which the employee elects to continue for a period of the leave by providing post-dated cheques to cover the premiums.

The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.

ARTICLE 9 – JOB POSTINGS

9:01 In order to ensure that permanent employees are given the opportunity of filling vacancies or new jobs, the Employer agrees that:

- (a) When a new job is created or vacancy occurs it will be posted on the bulletin board for a period of seven (7) calendar days. The posting of a new job or vacancy shall be limited to such new job or vacancy. Such posting will include the anticipated commencement date of the job.
- (b) Permanent employees shall have the right to bid for such new job or vacancy and they shall be filled from applications received on the basis of seniority and ability to perform the work after being given familiarization with the job if required during the thirty (30) days as specified in (c) below.
- (c) In the event that a permanent employee who was selected to fill a new job or vacancy as provided above reverts to her previous job within thirty (30) days of working in the new job, she shall maintain all rights and privileges of her previous job.
- (d) If no applications are received from permanent employees, the Employer shall be free to advertise for such openings.

9:02 The Union and Chairperson shall be informed of the successful applicant and reasons for unsuccessful applicants, as they arise.

9:03 **Temporary Vacancies**

A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks.

Temporary vacancies are subject to Articles 9:01 and 9:02 of this Agreement. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s).

In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period.

Part-time employees who fill temporary full-time positions shall continue to be treated for as part-time employees, unless specified otherwise in the agreement. However, if the part-time employee continues in the temporary position for one (1) year or more, and is receiving money in lieu of benefits, the part-time employee will be enrolled in the premium based benefits (as defined in the CBA) and the money in lieu ceases. The "waiting period" for eligibility for benefits will be deemed to have been served.

9:04 Where job qualifications are changed and where another employee is otherwise qualified and has the seniority, then the Home agrees to pay for training.

9:05 **Splitting up of Full-time Jobs**

The Home agrees that it shall not normally split a permanent full-time position of seventy-five (75) hours in a bi-weekly pay period into two (2) or more part-time positions where the intent of the employer is to simply replace a full-time job with part-time jobs.

The following shall be considered bone fide reasons for the splitting of full-time jobs:

- (a) Requested and approved job sharing by the Employer and the Union.
- (b) A general reduction of hours in any classification on a daily or bi-weekly basis as a result of financial concerns due to CMI/Classification reductions or Census/Occupancy reductions.
- (c) As a result of emergency or other reasons beyond the control of the Home.

ARTICLE 10 – MANAGEMENT RIGHTS

- 10:01 The Union acknowledges the exclusive function of the Employer to operate and manage its business in all respects in accordance with its obligations and without limiting the generality of the foregoing, the Union acknowledges that, subject to the provisions of this Agreement, it is the right of the Employer to:
- (a) hire, classify, direct, transfer, layoff, promote suspend and for cause to discipline and discharge employees, subject to the right of the employees to lodge a grievance as hereinafter provided.
 - (b) maintain order, discipline and efficiency; and
 - (c) establish and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees. The union will be given a copy of any new rules or regulations four (4) weeks prior to them being implemented, unless it is not reasonably possible to do so.
- 10:02 Without restricting or limiting the generality of the foregoing, the Employer retains all rights and responsibilities of management not specifically relinquished or modified by this Agreement.
- 10:03 The Employer shall not refuse to continue to employ any employee or discriminate against any such employee in regard to her employment or any term or condition of employment because such employee is a member of the Union nor shall the Employer seek by intimidation or coercion to compel any such employee to refrain from becoming or cease to be a member of the Union.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11:01 (a) It is the mutual desire of the employer and the union that all complaints and grievances shall be adjusted as quickly as possible and processed in the manner hereinafter laid down in this Article and in Article 12 of this agreement.
- (b) A grievance under this agreement shall be defined as any difference or dispute between the employer and any employee relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable and an allegation that this agreement has been violated.
- (c) When, as hereinafter required in this Article, a grievance is to be submitted in writing, such grievance shall be in writing on a form to be supplied by the Union and such written grievance shall contain a concise statement of the matter complained of and the redress sought and shall be signed by the employee writing the grievance.

(d) Any time limit referred to in this Article and/or in Article 12 of this Agreement with which any procedure is required to be taken or within which any decision is required to be delivered or within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays and paid holidays as defined in this Agreement.

11:02 The parties agree that reasonable efforts ought to be made to resolve complaints informally before resorting to the formal grievance procedure. Accordingly, before a complaint is reduced to writing, any employee who has a complaint may, with the presence of a committee person if desired, discuss the matter with her manager within five (5) working days after the employee knows or ought to have known of the circumstances giving rise to the complaint. The manager shall give a verbal response to the employee or union representative within five (5) working days of receiving the complaint.

Step 1

Should the complaint remain unresolved, the employee and committee person may submit a written grievance signed by the employee to her manager within five (5) working days from the time the verbal response was received. The grievance shall identify the nature of the grievance and the remedy sought.

The manager will deliver her decision, in writing, within five (5) working days following the day on which the grievance was presented to her.

Step 2

A grievance which has not been settled at Step 1, may be presented, in writing, to the Employer Grievance Committee no more than five (5) working days after the union has received the written reply under Step 1. The Employer Grievance Committee shall meet with the union representative(s) within five (5) working days of receipt of the grievance and shall render its decision in writing within five (5) working days of such meeting. A Local Representative or the National Union Representative may be in attendance at this meeting. If a grievance is not settled it may be referred to arbitration as provided hereinafter.

11:03 **Group Grievance**

When a number of employees have similar complaints or grievances, they may present a group complaint or grievance to their Manager under the Grievance and Arbitration Procedures.

11:04 **Policy Grievance**

Either party to this agreement may lodge a grievance, the alleged circumstances of which originate through the interpretation, application or administration of this agreement. Such grievance shall commence at Step 2 of the grievance procedure and may be carried through the Grievance and Arbitration Procedures as outlined in this

collective agreement. Such a grievance shall not be the subject of a grievance which may properly lodged by an employee.

11:05 Any step of the grievance procedure may be waived by mutual agreement, in writing, between the employer and the union.

11:06 Agreements arrived at between the employer and the union concerning the disposition of any specific individual, group or policy grievance shall be reduced to writing and shall be final and binding upon the employer, the union and the employee(s) involved.

11:07 The time limits specified in both the Grievance and Arbitration Procedures may be extended by consent, in writing, between the parties.

11:08 **Discharge Grievance**

A claim by an employee that she has been unjustly suspended or discharged shall be treated as a grievance if a written, signed 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.

11:09 An employee subject to formal disciplinary action which is to be recorded in the employee's personnel file shall have the right to the presence of a Union Committee member at the time such discipline is given.

ARTICLE 12 – ARBITRATION

12:01 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may, subject to Article 11 of this Agreement, after exhausting the grievance procedure established by Article 11 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to be heard by a single arbitrator or an Arbitration Panel where there is mutual agreement of the parties.

(b) The notice shall be delivered by the party desiring to submit the difference or allegation to arbitration to the other party within seven (7) days after the date on which the Chairperson received the written derision of the Home Administrator as provided in Article 11:02, 11:03 or 11:04 of this Agreement as the case may be.

(c) (i) The notice shall contain a list of three (3) suggested arbitrators. The recipient of the list may accept one (1) of the three (3) arbitrators or in

turn may submit their own list of three (3) suggested arbitrators within five (5) regular working days thereafter. If the parties fail to agree on the selection of an arbitrator, the matter may be referred to the Minister of Labour who shall appoint an arbitrator.

- (ii) Where the parties have mutually agreed to a Panel of Arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The two (2) appointees so selected shall, within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within fifteen (15) days of the appointment of the second of them appoint a third person who shall be the Chairman.

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairman within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

- (d) The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employees affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

12:02 The Arbitration Board shall not have the authority to alter, add to, subtract from, modify or amend any of the provisions of this Agreement or to substitute any new provisions for any existing provisions or make any decision inconsistent with the terms and provisions of the Agreement. Subject to the foregoing, the Arbitration Board shall have the power to make such decisions as it may in the circumstances deem, just and equitable.

12:03 Each party shall bear the expenses of its appointee to the Arbitration Board and the expenses of the Chairman shall be shared equally by both parties.

12:04 Notwithstanding Article 12:01 above, the parties agree that when arbitration is required under this agreement the parties will select one of the following three arbitrators, absent agreement otherwise, to hear the matter: Chris White, Ted Crljenica and Peter Chauvin.

ARTICLE 13 – SCHEDULES

13:01 The regular rates of pay and the departments and classifications covered by this Agreement are as set forth in "Schedule A" attached hereto.

13:02 The Employer and the Union hereby agree that Schedule "A" and the contents thereof shall constitute a part of this Agreement.

13:03 The regular pay day shall be every second Thursday and the pay will be deposited in the bank by 12:00 noon on the regular pay day.

ARTICLE 14 – STRIKES AND LOCKOUTS

14:01 It is mutually agreed that no strikes will be permitted by the Union, and no lock-out will occur by the Employer during the lifetime of this Agreement. The words "strike" and "lockout" shall have the meaning pursuant to the Labour Relations Act of Ontario.

ARTICLE 15 – HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

15:01 The work week shall be deemed to commence at 22:00 hours on Sunday of each weeks.

15:02 All employees shall be entitled to take during each eight (8) hour shift an unpaid lunch break of one-half (½) hour and two (2) fifteen (15) minute rest periods without loss of pay at such time or times as may be designated by the Employer. Employees working on the day and evening shift (save and except the employee in charge) shall be permitted to leave the premises of the Employer on her lunch break, provided they notify their supervisor that they will be leaving the premises and advise the supervisor of their whereabouts during the break. Should an employee be required to stay during her lunch break, they shall be paid for this time at their applicable straight time rate of pay.

15:03 Any employees who do not work an eight (8) hour shift but who do work a shift of at least four (4) hours shall be entitled to take, during each such shift, a fifteen (15) minute rest period without loss of pay at such time or times as may be designated by the Employer.

Employees who are scheduled to work five (5) consecutive hours or more shall receive an unpaid lunch break of thirty (30) minutes.

15:04 If employees are required to provide care and treatment to patients of the Home during their lunch break or rest periods, the Employer agrees that any time so lost shall be provided to employees after such treatment is completed for the purpose of allowing employees concerned to finish their break and/or rest periods.

15:05 Any employee who is unable to report for duty on her scheduled shift shall, whenever possible, notify the Employer of this fact four (4) hours in advance of the commencement of her scheduled shift; provided however that any employee who is scheduled to work on the day shift shall whenever possible give one (1) hour's notice to the Employer.

15.06 The Employer will arrange work schedule to permit each employee one (1) weekend off in every two (2) week period except in the case of those employees who request to work weekends. No employee shall be scheduled to work more than six (6) consecutive

days. Overtime rates shall apply for all work performed on the seventh (7th) and subsequent days worked.

Where an employee has a combination of scheduled and call-in shifts totalling eight (8) consecutive shifts, all subsequent consecutive shifts shall be paid at overtime rate.

- 15:07 (a) The Employer shall pay time and one-half (1½) an employee's straight time rate of pay calculated to the nearest fifteen (15) minutes worked, for all paid time worked in excess of seven and one-half (7½) hours in any one (1) day or seventy-five (75) hours in any pay period, but not both. Employees shall not be required to take time off in lieu of overtime worked. All overtime will be voluntary.
- (b) Notwithstanding Article 15:07 (a), if an employee works more than seven and one-half (7½) hours on consecutive shifts (consecutive shifts meaning days/afternoons, afternoons/nights or nights/days), the employee will be paid time and one-half for all hours in excess of seven and one-half (7½) hours.
- (c) When an employee is missed for a call-in; he or she will be placed at the top of the call in list and given the offer of the next call-in opportunity that arises after the Employer has been made aware of the issue.
- 15:08 Full-time employees who work on their scheduled day off other than at their own request or by agreement with another employee to replace that other employee, which agreement shall be approved by the Home Administrator, shall be paid time and one-half (1½) her regular straight time rate of pay, calculated to the nearest fifteen (15) minutes worked.
- 15:09 In the event that an employee within the Dietary, Housekeeping or Laundry Department is required by the Employer to perform the duties of a Nurses Aide for a period of one (1) hour or more, then in such event, such employee shall be paid the Nurses Aide rate of pay for all hours worked as a Nurses Aide at the increment level which corresponds to her increment level.
- 15:10 Any employee intending to quit her job with the Employer shall, whenever possible, give the Employer two (2) weeks written notice of such intention.
- 15:11 (a) It is agreed that full-time employees covered by this Agreement shall, according to seniority, be entitled to all available hours of work up to what constitutes a full work week. A "full work week" for the purposes of this Article shall be defined as normally thirty-seven and one-half (37½) paid hours a week limited to a total of seventy-five (75) paid hours in any pay period.
- (b) It is agreed that part-time employees covered by this Agreement shall, according to seniority, be entitled to all available paid hours up to twenty-two and one-half (22½) hours per week.

- (c) Where any classification in the bargaining unit has daily shifts of work of less than seven and one-half (7½) consecutive hours, and subject to satisfactory staffing of the Home; the seven and one-half (7½) hour shift shall be considered the “preferred” shift when scheduling available paid hours per (a) and (b) above. This shall not apply where employees have requested in writing to work the short shifts, nor shall it apply to changes to the schedule after the posting date.

15:12 Tours of duty schedules shall cover a four (4) week period and will be posted two (2) weeks in advance of the schedule. Requests for specific days off are to be submitted in writing to the department head at least one (1) week in advance of posting. Employees shall be given a list of the next calendar year posting dates (and cut-off dates for requests) in December of each year. Employees shall be given a list of the next calendar year posting dates (and cut-off dates for requests) in December of each year. In addition the Employer will also post on the same list the current and upcoming vacation year (start date and end date). The employer shall also post such list in the workplace at the same time it is given to employees. Requests for change in posted Tours of Duty schedules must be submitted in writing to the employee’s supervisor and co-signed by the employee willing to exchange days off or Tours of Duty, and, in such event, it is understood that such a Tour of Duty, initialled by the employee and approved by the employer, shall not result in overtime compensation or payment.

When Tours of Duty schedules are prepared by the employer, same will be prepared so as to provide each employee with fourteen (14) hours off between shifts.

- 15:13 (a) No employee shall be deemed responsible for acknowledgment of a change in the posted schedule unless she has been advised of such change by the Employer and given forty-eight (48) hours notice of such change. When the posted schedule is changed by the Employer, same will not be changed so as to provide each employee with less than fourteen (14) hours off between shifts. This shall not prevent the Employer from adding hours to the posted schedule, with the employee's consent, with less than forty-eight (48) hours notice. A full-time employees' work schedule will not be changed once it has been posted except with the employee's consent.
- (b) The Employer and the Union agree that if any employee is called into work and agrees to work and in fact reports for work in circumstances where there are less than fourteen (14) hours between the time when the employee last worked and the time when the employee commences to work, any such employee will not be entitled to overtime pay by virtue of that fact alone, and any entitlement to overtime pay for any such employee shall be determined in accordance with the provisions of sub-Article 15:07 of the Collective Agreement between the Employer and the Union.
- (c) No employee will be laid off as a result of the contracting of bargaining unit work.

- (d) For the purposes of the Employer contacting employees for matters related to scheduling employees may leave up to two (2) telephone numbers with the Home.
- 15:14 The Employer agrees that it will, wherever possible, schedule for each full-time employee two (2) consecutive days off in each week. Employees shall not be required to work part of more than one shift in any one day.
- 15:15 (a) Employees who work on shifts commencing between 2:00 p.m. and 1:00 a.m. shall receive a shift premium of twenty-five cents (\$0.25) per hour. Shift premium is not a part of the straight-time hourly rate. Overtime or premium rates are not to be applied to the shift premium.
- (b) **Weekend Premium**
Effective the first full pay following ratification increase to forty-five cents (\$0.45) per hour subject to the following:
 - (i) the premium shall be paid to employees for all hours they work between 22:00 hours each Friday night and 21:59 hours the following Sunday; such period identified as the “weekend” and providing for forty-eight (48) hours of coverage.
 - (ii) Such premium shall be over and above an employee’s straight time hourly rate of pay.
- 15:16 There shall be no pyramiding of overtime pay, premium pay and paid holiday pay.
- 15:17 Employees who report for work for which they are scheduled, but for whom no work is available at their regular job, shall be paid four (4) hours pay at their regular rate of pay.
- 15:18 An employee who works during the Daylight Savings Time change, will be paid for all hours worked.

ARTICLE 16 – COMPASSIONATE LEAVE OF ABSENCE

- 16:01 Compassionate leaves of absence will be granted by the Employer to permanent employees on the following basis:
 - (a) In the event of the death of a permanent employee’s spouse, common-law spouse, same-sex partner, child and step-child, the Employer, at the request of the employee, will grant a compassionate leave of absence without loss of pay for the purposes of attending the funeral or making the necessary arrangements therefore for a maximum period of four (4) scheduled working days surrounding the date of death or four (4) scheduled working days surrounding the date of the funeral, at the employee’s discretion.

In the event of the death of a permanent employee's, mother, father, brother, sister, father-in-law, mother-in-law, stepmother, stepfather, grandparent, grandchild, brother-in-law or sister-in-law, the Employer, at the request of the employee, will grant a compassionate leave of absence without loss of pay for the purposes of attending the funeral or making the necessary arrangements.

Therefore, for a maximum period of three (3) scheduled working days surrounding the date of death or three (3) scheduled working days surrounding the date of the funeral, at the employee's discretion.

- (b) In the event of the death of a permanent employee's aunt, uncle, niece, nephew or the spouse's grandparent, the Employer will, at the request of the employee, grant the day of the funeral as a compassionate leave of absence without loss of pay if the day of the funeral is in fact a scheduled working day for such permanent employee.
- (c) In the event of the death of any employee, the Chairperson, or an employee designated by the Union, shall be given time off without loss of pay to a maximum of four (4) hours to attend the funeral.
- (d) Where an employee who does not take or require the maximum time allowed for the compassionate leave of absence referred to in Article 16:01 (a) or (b) so requests, she shall be granted a compassionate leave of absence without loss of pay of one (1) day to attend a subsequent memorial or internment service.
- (e) Where a death has occurred in the immediate family, as set out in (a) above while an employee is on vacation, he or she is entitled to request to have his or her vacation days rescheduled at a mutually agreeable time to a maximum of three (3) or four (4) days.

16:02 A request for a compassionate leave of absence shall be in writing but, because of the nature of the said leave of absence, such request may be submitted by the employee after she returns to work.

16:03 No compassionate leave of absence will be granted during an employee's annual vacation, Worker's Compensation leave, Sickness and Accident leave or other approved leave of absence.

ARTICLE 17 – JURY DUTY

17:01 If an employee is required to serve as a juror or is subpoenaed as a witness in criminal or civil litigation, the Employer agrees to pay to the employee the difference between the money received for acting as a juror or witness, to be evidenced by the production of Court payment, and the pay, at the employee's basic rate (plus shift premium, if applicable) which the employee would have received if she had not been required to serve as such juror or witness and had worked her normal shift. Provided that this

clause shall not be construed so as to permit any employee to recover the equivalent of overtime pay.

- 17:02 If an employee is required to serve on a jury on a scheduled week day off, during the week immediately preceding a weekend when such employee is scheduled to work, her schedule will be changed to give her that weekend off, or either of the weekend days, if only one (1) scheduled day off was lost because of such jury duty.

ARTICLE 18 – HEALTH AND WELFARE (FULL-TIME EMPLOYEES)

- 18:01 Full-time seniority employees will be eligible for, at no cost to each eligible enrolled employee, life insurance as provided in Section 18:02, a drug plan as provided in Section 18:03, and an optical plan as provided in Section 18:05. The Employer will also pay seventy-five percent (75%) of the cost of the premiums of the dental plan provided in Section 18:04. However, there will be annual co-payment of twenty-five dollars (\$25.00) for family coverage and fifteen dollars (\$15.00) for single coverage for benefits under the optical plan and/or the dental plan, but not both.

Premiums will be paid for all eligible enrolled employees who are actively at work on the first (1st) day of the month. Payment of that premium will provide coverage for that month. "Actively at work" will also include employees on their scheduled day off, employees receiving (or eligible to receive) Worker's Compensation payments during the first year of their disability, and employees receiving wage loss replacement benefits under new Section 22:02.

18:02 Group Life Insurance

- (a) A Group Life Policy, subject to and in accordance with the terms and provisions thereof, provides for life Insurance on behalf of all eligible full-time employees who are members of the Plan in the amount of twenty-five thousand dollars (\$25,000.00). Effective January 1st, 2016 the life insurance will increase to thirty thousand dollars (\$30,000).
- (b) The Employer agrees to pay on behalf of all eligible full-time employees who are members of the Plan one hundred percent (100%) of the premiums payable under the said Group Life Policy or under such other Group Life Policy, which may be issued in replacement or is substitution thereof, provided that any such other Group Life Policy shall not provide benefits in a lesser amount than that provided by the above Group Life Policy.

18:03 Drug Plan (\$2.00) Deductible

The Employer agrees to pay on behalf of all eligible full-time employees who are members of the Plan, one hundred percent (100%) of the premiums payable under the said Plan for married or single coverage as requested.

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.

Furthermore, where there is more than one drug available for treatment, the plan will cover the lowest cost available drug if a doctor has recommended against a generic substitution.

Effective date of ratification, increase the current paramedical (professional services) entitlements by fifty dollars (\$50.00).

18:04 Dental Plan

(a) The Employer agrees to pay seventy-five percent (75%) of the premiums payable for married or single coverage as requested on behalf of those full-time employees who are eligible for enrolment in the Plan and who are in fact enrolled in the Plan. The Dental Plan is to be based on current updated O.D.A. schedules.

(b) The Employer, at its option may change to a carrier that provides a comparable plan.

18:05 Vision Coverage

The Employer agrees to pay one hundred percent (100%) of the premiums payable for family or single coverage as requested on behalf of those full-time employees who are eligible for enrolment in the Plan and who are in fact enrolled in the Plan. The Plan shall provide for a maximum of two hundred and fifty dollars (\$250.00) for vision every twenty-four (24) months. Effective on or before June 1st, 2018, coverage will increase to two hundred and seventy-five dollars (\$275.00) every twenty-four months.

The Employer will pay a maximum of seventy dollars (\$70.00) every twenty-four (24) months to persons with single coverage towards the cost of one eye exam when receipt from a licensed optometrist is presented to the Employer. For persons with family coverage the Employer will pay a maximum seventy dollars (\$70.00) for a maximum of two eye exams every twenty-four (24) months when a receipt from a licensed optometrist is presented to the Employer.

Effective date of ratification, increase eye exams from seventy dollars (\$70.00) every twenty-four (24) months to seventy-five dollars every twenty-four (24) months.

18:06 Part-time employees shall be paid, in lieu of the following fringe benefits, an additional six percent (6%) of their hourly rate over and above their regular straight time hourly rate.

(a) Group Life Insurance;

(b) Drug Plan;

(c) Dental Plan;

(d) Optical Plan;

- (e) Sick Plan (Sick Leave and Group Accident and Sickness Insurance);
- (f) Extended Health Coverage (E.H.C.).

Effective January 1st, 2005; the previously mentioned “in lieu of” will be reduced to four percent (4%), in lieu of the following:

- (a) Group Life Insurance;
- (b) Drug Plan;
- (c) Dental Plan;
- (d) Optical Plan;
- (e) Extended Health Coverage (E.H.C.).

18:07 The Employer, at its option may change to a carrier that provides a comparable plan. The employer agrees to meet with the Joint Labour/Management Committee to discuss any change in advance.

18:08 **Clothing Allowance**

The Employer agrees to provide a clothing allowance of fifteen dollars (\$15.00) per month to each full-time employee, and ten dollars (\$10.00) per month to each part-time employee provided such employee has worked the majority of their scheduled work days in the month and scheduled work days would include vacations and holidays. Such allowance shall be coded as clothing allowance and paid with the annual vacation pay each year. Employees who terminate their employment shall be paid the amount owing determined in accordance with the foregoing.

18:09 Health and Welfare Benefits under Article 18 will be maintained for up to thirty (30) days for laid off full-time employees in which they are participating at the time of the layoff.

ARTICLE 19 – VACATIONS

19:01 The Employer and the Union agree that seniority, for the purpose of calculating vacation entitlement, shall mean a permanent employee's institution-wide seniority as of the thirty-first (31st) day of May in each year.

Further, for the purposes of the following paragraphs, the institution-wide seniority of a part-time employee shall be calculated in accordance with the provisions of sub-Article 6:02 (d) of this Agreement.

19:02 Permanent employees shall be entitled to vacation in accordance with the following:

- (a) As of the 31st day of May in each year, each permanent employee who has less than one (1) year's seniority, shall be entitled to and shall receive four percent (4%) of the total pay paid to her since her date of hiring and equivalent time off.
- (b) As of the 31st day of May in each year, each permanent employee who has more than one (1) year's seniority shall be entitled to and shall receive two (2) weeks vacation at four percent (4%) of the total pay paid to her for the preceding twelve (12) month period.
- (c) As of the 31st day of May in each year, each permanent employee who has more than three (3) year's seniority shall be entitled to three (3) weeks vacation at six percent (6%) of the total pay paid to her for the preceding twelve (12) month period.
- (d) As of the 31st day of May in each year, each permanent employee who has more than six (6) year's seniority shall be entitled to four (4) weeks vacation at eight percent (8%) of the total pay paid to her for the preceding twelve (12) month period.
- (e) As of the 31st day of May in each year, each permanent employee who has more than fifteen (15) years seniority shall be entitled to five (5) weeks vacation at ten percent (10%) of the total pay paid to her for the preceding twelve (12) month period.
- (f) As of the 31st day of May in each year, each permanent employee who has more than twenty-five (25) year's seniority shall be entitled to six (6) weeks vacation at twelve percent (12%) of the total pay paid to her for the preceding twelve (12) month period.

Effective June 1st, 2007 As of the 31st day of May in each year, each permanent employee who has more than twenty-three (23) years seniority shall be entitled to six (6) weeks vacation at twelve percent (12%) of the total pay paid to her for the preceding twelve (12) month period.

- (g) Effective the June 1st, 2012 vacation year – introduce accrual for a 7th week of vacation for employees with twenty-eight (28) or more years of service at fourteen percent (14%). The 7th week vacation will be available to such employees as of June 1st, 2013.

It further being understood that total pay is as defined under the Employment Standards Act.

19:03 Each permanent employee shall advise the Home Administrator in writing of her first and second preferences for vacation dates, otherwise no consideration will be given by the Employer to a permanent employee's preference for vacation dates. The annual

vacation schedule shall be posted by the Employer as soon as practicable in each year. When preparing the annual vacation schedule the Employer shall, subject to its right to maintain a qualified working force, grant requested vacation dates in accordance with departmental seniority.

Employees cannot cancel vacation that is booked on an existing posted schedule. Where an employee has booked a week or weeks of vacation in accordance with this Article and subsequently cancels a week or weeks of vacation that is not booked on a current posted schedule, the cancelled time shall be posted for seven (7) calendar days. The most senior employee who applies for the time will receive the vacation. It is understood that cancellations must be received by the "request off submission date".

19:04 Vacation pay, calculated in accordance with Sub-Article 19:02 of this Agreement, shall be paid as at the time the employee takes their vacation (except if vacation taken in accordance with Article 19:05) or at the end of the vacation year for any unused accrued vacation pay for the current vacation year, as follows:

- (a) The Office Manager must be notified prior to submitting the last payroll deposit, prior to commencement of the vacation.
- (b) It must be requested in units of one (1) or more weeks corresponding to the amount of vacation being taken.
- (c) It coincides with existing payroll runs.
- (d) It will be limited to the extent of any accrual for the current vacation year.

19:05 If an employee has at least five (5) years of seniority, then two (2) weeks (up to ten (10) days) may be taken as individual days, subject to the ability of the Employer to staff the Home; provided further such individual days will not be permitted during prime summer vacation time (July and August) nor during the Christmas/New Year's Scheduling (December 20th to January 3rd). Five of the ten individual days can only be taken Monday through Friday not on weekends.

ARTICLE 20 – PAID HOLIDAYS

20:01 (a) The following will be recognized as paid holidays for the purposes hereinafter in this Article set forth:

New Years' Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Remembrance Day (November 11 th)
Boxing Day	

Effective January 1st, 2003, add one (1) non-premium float holiday.

- (b) If during this Agreement, the Employment Standards Act of Ontario is amended so as to provide for a holiday in addition to those currently provided by that Act, which is also in addition to the holidays listed above, then in such event, such additional holiday will be recognized by the Employer in lieu of the second Monday in February, the intention of the parties being that the number of paid holidays recognized hereunder shall not exceed eleven (11) until January 1st, 2003 at which time it shall be twelve (12).

20:02 A full-time employee who works on a paid holiday shall be paid for all hours worked on such paid holiday at the rate of two and one-half (2½) times her regular straight time hourly rate of pay; provided, however, that such employee may request to be paid one and one-half (1½) times her regular straight time hourly rate of pay plus another day off with pay. Such request must be made on a form supplied by the employer and such form, duly completed, must be filed with the Administrator or her designate not less than fourteen (14) days in advance of the paid holiday. Such day off must be taken within sixty (60) days of the paid holiday unless the employee and the Employer mutually agree upon a later date. The Employer shall make all reasonable efforts to permit the employee to take the day off on the date requested by the employee. In order to qualify for the day off, the employee must, in addition to the foregoing, have worked her full scheduled shift on the paid holiday failing which the employee shall; despite the foregoing, be paid for all hours worked on such paid holiday at the rate two and one-half (2½) times her regular straight time hourly rate of pay.

20:03 A full-time employee who does not work on a paid holiday shall be paid for such paid holiday an amount equal to the product of the number of hours normally worked by such full-time employee in a day multiplied by her regular straight time hourly rate of pay. In order to qualify for such payment, a full-time employee must work her regularly scheduled shift preceding and following the paid holiday, except if such absence is due to illness or injury or she is on any approved absence.

20:04 The following requirements shall apply to all part-time employees;

- (a) she has been employed by the Employer for a period of three (3) months more;
- (b) she has earned wages on at least eleven (11) days during the twenty-eight (28) calendar days immediately preceding the paid holiday;
- (c) after having agreed to work on a paid holiday she failed to report to work and to perform work on the paid holiday, without reasonable cause; and
- (d) she has worked her regularly scheduled shift preceding and following the paid holiday.

- 20:05 A part-time employee who works a holiday and who satisfies all of the requirements set forth in sub-Article 20:04 above will be paid 1.5 times for all hours worked and holiday pay calculated as set out in 20:07. The employee may elect to be paid one and one half (1½) times their regular straight time hourly rate of pay plus another day off with pay calculated in accordance with 20:07. The procedure for requesting a day off shall be in accordance with Article 20:02.
- 20:06 A part-time employee who works on a paid holiday and who does not satisfy all of the requirements set forth in sub-Article 20:04 above shall be paid for all hours worked on such paid holiday at the rate of one and one-half (1½) times her regular straight time hourly rate of pay.
- 20:07 A part-time employee who does not work on a paid holiday and who satisfies all of the requirements set forth in sub-Article 20:04 above shall be paid for such paid holiday an amount equal to the product of the number of hours normally worked by such part-time employee in a day multiplied by her regular straight time hourly rate of pay. The number of hours normally worked by such employee shall be the average hours worked by such employee during the twenty-eight (28) calendar days immediately preceding the week in which the paid holiday occurs.
- 20:08 During the bi-weekly pay period containing a statutory holiday, which is not a float holiday, employees will have the option to work or not work such statutory holiday. Part-time employees who exercise this option shall continue to work their normal scheduled hours. The intent is that part-time employees will all be scheduled to work their normal scheduled hours, irrespective of their option.

The Employer will post a sign-up sheet the first (1st) day of the month preceding the month in which the holiday occurs. Such posting shall remain up for a period of one (1) week. Employees wishing to work may sign.

This option excludes the Christmas and New Year's holiday scheduling provision as outlined in Article 20:09.

- 20:09 It is agreed that for Management to accommodate scheduling over the Christmas holiday period to provide adequate staffing in the facility, all employees, both full-time and part-time will be expected to work EITHER Christmas OR New Year's. A list will be posted and employees will be asked to indicate by November first (1st), their choices as to whether they wish to be scheduled off for Christmas or New Years.

Employees will be notified on or before November 25th of each year.

Where an employee indicates a choice, they will be granted by seniority, with the management attempting to honour requests based on the availability of staff, to ensure adequate staffing in compliance with the Nursing Home Act and the Ministry of Health staffing contract requirements.

20:10 The employer agrees in this Memorandum that Alt days will be paid out if they are not used.

ARTICLE 21 – GENERAL

21:01 Whenever the singular or feminine is used throughout this Agreement, the same shall be construed as meaning the plural or masculine where the context or the parties hereto so require.

21:02 **Bulletin Board**

The Employer agrees to provide one (1) bulletin board in a mutually satisfactory location for the posting of notices of Union activities; provided that no notice shall be posted on this bulletin board containing advertising or political material; and provided further that all such notices shall be submitted by the Union or its delegate to the Home Administrator for approval prior to their being posted on the bulletin board. Such bulletin board shall be a minimum of 2'x3'.

21:03 Subject to the provisions hereinbefore contained in connection with grievance procedure, all additional correspondence between the parties arising out of this Agreement shall be to and from the Home Administrator and the Union Chairperson or her nominee.

21:04 The Union agrees to have this Agreement printed in booklet form and the Employer agrees to contribute one-half (½) toward the cost of printing. In consideration of that payment, the Union agrees to provide the Employer with a minimum of fifteen (15) copies of the Collective Agreement in booklet form.

ARTICLE 22 – SICK LEAVE

22:01 (a) The Employer shall arrange for a wage loss replacement program ("the program") which provides coverage and income protection to full-time seniority employees in cases of the employee's disability due to sickness or accident. The employer agrees to pay one hundred percent (100%) of the premium cost of the program.

The program shall be integrated with the benefits to which employees are entitled under the federal Unemployment Insurance Act in case of the employees' disability due to sickness or accident. The program, shall provide eligible full-time seniority employees with weekly wage loss payment or benefits in an amount equal to seventy percent (70%) of weekly gross pay to a maximum of \$450.00 per week for a maximum of fifty-two (52) weeks. This fifty-two (52) week period of eligibility shall include the period during which employees receive Unemployment Insurance Benefits which period shall be considered as payment in full for the comparable weeks under the program. The program will provide payment to eligible employees on their first day of an accident, on the

first day they are hospitalized and on the fourth (4th) day of any other disability causing their absence from work.

- (b) By the provisions of sub-Article 22:01 (a), it is the intent of the parties to provide a 1-1-4 wage loss replacement program for absences from work due to illness, accident and disability:
 - (i) pursuant to which the program provides coverage commencing on the first (1st) day employees are hospitalized, or the first (1st) day of an accident which causes an employee's absence from work, and on the fourth to tenth day of any illness;
 - (ii) and pursuant to which UI benefits are paid under the Employment Insurance Act for any period after the waiting period during which employees are eligible under that Act;
 - (iii) pursuant to which coverage under the program resumes after the expiration of such UI benefits until the earlier of:
 - 1. the date the employee returns to work, or;
 - 2. the expiration of the fifty-two (52) week period following the first day of illness, accident or disability.
- (c) The parties agree that eligible employees need not immediately apply for UI benefits in order to receive benefits under the wage loss replacement program as described herein.
- (d) If a disability as established in sub-Article 22:01 (a) continues beyond the fifty-two (52) week period provided therein, eligible full-time seniority employees will be entitled to extended disability benefits under a disability absence plan. Such benefits will be payable up to twenty-six (26) weeks in an amount equal to seventy percent (70%) of weekly gross pay subject to a maximum of four hundred and fifty dollars (\$450.00) per week.

22:02 On January 1st of each calendar year (from January 1st to December 31st), all full-time seniority employees shall be credited with five (5) sick leave days for that calendar year. Such sick leave credits may be used to compensate for wages lost during any absence due to illness to a maximum of the number of days in the bank; or to supplement to full salary and benefits paid in case of accident or disability under the wage replacement program described in sub-Article 22:01 herein. A deduction shall be made from the sick leave bank days credited to each employee for any absence of one-half (½) or more of a normal working day during the calendar year. Sick leave credits may not be accumulated from year to year. Sick leave credits may be carried forward from the previous year, so that an employee may accumulate to a maximum of ten (10) days.

22:03 The Employer shall have the right to demand production of a medical certificate when an employee has been absent from duty for more than three (3) working days. Such medical certificate shall indicate the first and last day of sickness and that the employee is fit to resume work. When the Employer demands production of a medical certificate and one is not produced by a full-time employee, the Employer shall not be required to pay the full-time employee sick leave pay for the time away from work.

22:04 The Employer agrees to pay on behalf of all eligible full-time employees who are members of the Plan one hundred percent (100%) of the premium payable under the said Group Accident and Sickness Policy or under such other Group Accident and Sickness Policy which may be issued in replacement or in substitution thereof, provided that any such other Group Accident and Sickness Policy shall not provide benefits in a lesser amount than that provided by the above Group Accident and Sickness Policy.

22:05 **Part-time Sick Leave**

Effective January 1st, 2005, eligible employees of the Home shall be enrolled in a wage-loss replacement plan as follows:

- (a) Eligible employees as follows:
 - (i) part-time as defined in Article 5:03.
 - (ii) must have regularly scheduled hours of work; insured benefit based on an amount equal to seventy percent (70%) of weekly regularly-scheduled pay to a maximum of two hundred and seventy dollars (\$270.00) weekly benefit.
 - (iii) Where an employee does not have regularly scheduled hours, then they shall be enrolled at an assumed bi-weekly hours of eight (8).
- (b) Part-time Wage Replacement Plan shall be a “1-1-4” program, with coverage commencing on the 1st day of accident or hospitalization and on the 4th day for illness.
- (c) Weeks 3 to 17 of any continuous accident, sickness or hospitalization shall be pursuant to E.I. benefit. The Plan shall pay for continuation of such accident, illness or hospitalization past seventeen (17) weeks to the end of week thirty-five (35), based upon the employee’s insured benefit.
- (d) The Home shall have the right to demand production of a medical certificate where any part-time employee accesses the program; and where such is not produced, the Home shall not be required to pay any sick leave for the time away from work.
- (e) The Home shall pay one hundred percent (100%) of the billed premium under this Part-time Wage Replacement Plan.

- (f) The program shall commence on January 1st, 2005; subject to approval by HRDC.
- (g) Upon implementation of this program as per (f) above, amend Article 18:06 to read: "Effective January 1st, 2005, part-time employees shall receive four percent (4%) over and above their regular straight time hourly rate in lieu of the following benefits." (a) Group Life Insurance, (b) Drug Plan, (c) Dental Plan, (d) Optical Plan and (e) Extended Health coverage.

Existing employees at date of ratification (May 6th, 2004) shall be eligible to opt into the Plan on January 1st, 2005, as indicated, in writing, to the Administrator of the Home, by December 1st, 2004. Where such employee opts into the Plan, her six percent (6%) in lieu amount shall be reduced to four percent (4%) on January 1st, 2005. Where an existing employee does not request to opt into the Plan, she will receive her six percent (6%) in lieu for the duration of her employment or until she obtains full-time employment at the Home, on a permanent basis.

All new employees of the Home after the date of ratification of this Agreement (May 6th, 2004), shall be required after probation to enrol in the part-time wage replacement program and receive the four percent (4%) in lieu of other benefits.

ARTICLE 23 – NEW EMPLOYEES

- 23:01 New employees shall be scheduled as additional staff for a two (2) day orientation program period.
- 23:02 During the two (2) day orientation period, new employees shall be paid the provincial minimum wage set out in the Employment Standards Act. Thereafter, newly hired employee shall be paid the probationary rate appropriate to their classification. Upon attaining seniority the new employee will be paid a bonus equal to the difference between the minimum wage paid to them for their hours of work during the two (2) day orientation period and the probationary rate appropriate to their classification.

ARTICLE 24 – RETROACTIVITY

- 24:01 Retroactivity will apply to those employees employed as of the date of ratification, or who retired in the period from February 1st, 2020 to the date of ratification. Retroactivity will be paid within sixty (60) days of ratification.

ARTICLE 25 – DURATION OF AGREEMENT

- 25:01 This Agreement shall be in effect from the date of ratification and shall remain in effect until and including the 31st day of January 2025.
- 25:02 Either party to this Agreement may within the period of ninety (90) days prior to the 31st day of January, 2025 give notice in writing to the other party of its desire to bargain for the renewal of this Agreement or the making of a new agreement. Such notice shall, as

far as possible, list the subject matter of the proposed amendments or revisions but, the parties shall have the right to alter said list before and during negotiations.

25:03 If either party gives notices in writing in accordance with sub-Article 25:02, the parties shall meet within fifteen (15) days after the giving of such notice or within such further period as the parties hereto may agree upon and the parties shall bargain in good faith and make every reasonable effort to make a Collective Agreement.

DATED IN WINDSOR, ONTARIO THIS _____ DAY OF _____, 2024

BROUILLETTE MANOR LIMITED

UNIFOR AND ITS LOCAL 2458

_____	_____
_____	_____
_____	_____
_____	_____

mg/cope343

ARTICLE 26 – THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

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

26:01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

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

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

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

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

26:02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to two percent (2%) of applicable wages to the Plan. This amount shall increase to four percent (4%) effective May 20th, 1998. The Employer shall match such contributions, as above.

26:03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

26:04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employers obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force.

The parties will meet directly to finalize methods to relieve the employer of this increased obligation to the extent that any such obligations exceeds that which the employer would have if the Plan were a defined contribution plan.

26:05 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 P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

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

For further specificity, the items required for each eligible employee by Article 26:05 of the agreement are:

- (i) To be provided once only at Plan commencement
 - Date of Hire
 - Date of Birth
 - Date of First Remittance
 - Seniority list (for the purposes of calculations past service credit)

- (ii) To be provided with each remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings

- (iii) To be provided once, and if status changes
 - Address as provided to the Home
 - Termination date when applicable

- (iv) To be provided once if they are readily available
 - Gender
 - Marital Status

SCHEDULE "A" - WAGES

DEPARTMENT CLASSIFICATION			Feb. 1/22 Expired	Feb. 1/23 RPN .75	Feb. 1/23 3%	Feb. 1/23 PSW \$3	Feb. 1/24 3%
NURSING	RPN	PROB	\$25.83	\$26.58	\$27.38		\$28.20
		START	\$26.11	\$26.86	\$27.67		\$28.50
		6 MONTH 100 TOUR	\$26.74	\$27.49	\$28.31		\$29.16
		1 YEAR 200 TOUR	\$27.34	\$28.09	\$28.93		\$29.80
		2 YEAR 400 TOUR	\$27.59	\$28.34	\$29.19		\$30.07
	HCA/PSW	PROB	\$20.99		\$21.62	\$24.62	\$25.27
		START	\$21.25		\$21.89	\$24.89	\$25.55
		6 MONTH 100 TOUR	\$22.14		\$22.80	\$25.80	\$26.48
		1 YEAR 200 TOUR	\$22.61		\$23.29	\$26.29	\$26.99
		2 YEAR 400 TOUR	\$22.88		\$23.57	\$26.57	\$27.28
	REST AIDE	PROB	\$20.99		\$21.62		\$22.27
		START	\$21.25		\$21.89		\$22.55
		6 MONTH 100 TOUR	\$22.14		\$22.80		\$23.48
		1 YEAR 200 TOUR	\$22.61		\$23.29		\$23.99
		2 YEAR 400 TOUR	\$22.88		\$23.57		\$24.28
	RESIDENT AIDE	PROB	\$20.65		\$21.27		\$21.91
		START	\$20.92		\$21.55		\$22.20
		6 MONTH 100 TOUR	\$21.75		\$22.40		\$23.07
		1 YEAR 200 TOUR	\$22.22		\$22.89		\$23.58
		2 YEAR 400 TOUR	\$22.61		\$23.29		\$23.99
DIETARY	COOK	PROB	\$21.78		\$22.43		\$23.10
		START	\$22.12		\$22.78		\$23.46
		6 MONTH 100 TOUR	\$22.79		\$23.47		\$24.17
		1 YEAR 200 TOUR	\$23.26		\$23.96		\$24.68
		2 YEAR 400 TOUR	\$23.51		\$24.22		\$24.95
	DIETARY AIDE	PROB	\$20.49		\$21.10		\$21.73
		START	\$20.79		\$21.41		\$22.05
		6 MONTH 100 TOUR	\$21.62		\$22.27		\$22.94
		1 YEAR 200 TOUR	\$22.14		\$22.80		\$23.48
		2 YEAR 400 TOUR	\$22.37		\$23.04		\$23.73
HSKPG	HSKPG AIDE	PROB	\$20.49		\$21.10		\$21.73
		START	\$20.79		\$21.41		\$22.05
		6 MONTH 100 TOUR	\$21.62		\$22.27		\$22.94
		1 YEAR 200 TOUR	\$22.14		\$22.80		\$23.48
		2 YEAR 400 TOUR	\$22.37		\$23.04		\$23.73

LAUNDRY	LAUNDRY AIDE	PROB	\$20.49		\$21.10		\$21.73
		START	\$20.79		\$21.41		\$22.05
		6 MONTH 100 TOUR	\$21.62		\$22.27		\$22.94
		1 YEAR 200 TOUR	\$22.14		\$22.80		\$23.48
		2 YEAR 400 TOUR	\$22.37		\$23.04		\$23.73

Note: All wage increase will be effective on the beginning of the pay date falling immediately after the dates set out above.

Pay Equity

It is understood that the wage increases as listed above contain the final pay equity payments and will serve to satisfy all obligations under the Pay Equity Plan.

If the Employer is subsequently paid monies from the Government of Ontario for pay equity purposes and such payments would provide for a greater benefit (e.g. retroactive payment), the Employer will be required to pay such monies to the employees so otherwise entitled.

RPN ADJUSTMENT

Reflected in above Schedule "A"

LETTER OF UNDERSTANDING #1 – RE: SCHEDULING OF SHORT WORK WEEK

Effective June 30th, 1998

Full-time employees scheduled for less than ten (10) shifts (minimum eight (8)), as requested, per two (2) week periods shall be locked into those schedules for a one (1) year period. If an employee wishes to revert to their ten (10) shifts per two (2) weeks, they must notify the employer, in writing, at least one (1) month prior to the end of the one (1) year period. The period herein will be January 1st in each year.

Procedure for Implementation of Short Work Week

1. This procedure applies only to those full-time employees as per Article 5:02, working on a regular basis ten (10) shifts in a two (2) week period; and those part-time employees who have been recipients of shift give-aways.
2. The year for this procedure shall mean January 1st to December 31st; with the initial start being 1999.
3. The notification period for this procedure shall be on or before December 1st of each year. The initial notification period shall be December 1st, 1998.
4. On or before December 1st, in a year, full-time employees shall notify the Administrator, in writing, of their intention to work eight (8) or nine (9) shifts (i.e. give up two (2) or one (1) shift) per two (2) week schedule. This reduced schedule will be effective the first full biweekly pay period in the following year. Any shifts given away will be assigned to part-time employees who are scheduled to work less than twenty-two and one-half (22½) hours per two (2) week schedule, in accordance with seniority. If any shifts remain unscheduled after this procedure, they will be assigned to any part-time employee in accordance with seniority.

5. On or before December 1st, in a year, full-time employees who are working the Short Work Week shall notify the Administrator, in writing, of their intention to recover the shift(s) they had previously given away. They shall be rescheduled on the first full biweekly pay period in the following year. Any part-time employee(s) who had been recipient of these particular shift(s), shall return them accordingly.
6. During the period while working such Short Work Week, the full-time employee shall retain all benefits and rights under the collective agreement; however, under no circumstances shall such employee be entitled to recover her shifts given away prior to her application under #5, above.
7. Where an employee who is working the Short Work Week resigns, retires or is terminated (and not reinstated pursuant to grievance/arbitration), the vacancy shall immediately revert to ten (10) shifts, by return of the shift(s) given away, and posted in accordance with Article 9 of the collective agreement.
8. Where an employee is working a “Short Work Week” is off due to absence, her “Short Work Week” will be filled in accordance with relevant application of the Collective Agreement.
9. Where a full-time employee is working a “Short Work Week” of seven (7) shifts per two (2) week schedule, under a prior agreement, she shall have this tour “grandfathered”, under this new agreement.

Short Work Week\Shift Giveaways

Eligibility

1. Full-time employees who are regularly scheduled to work seventy-five (75) hours in a bi-weekly pay period, and
2. Have at least five (5) years seniority with the Home unless mutually agreed otherwise.
3.
 - (a) All full-time employees in the classification who have at least twenty (20) years seniority in the Home by November 30th in the year they are making the request;
 - (b) After the application of (a) above, there shall be a “cap” of fifty percent (50%) of the number of full-time positions remaining in the classification, with the minimum allowed in each classification to be one (1).
 - (c) Where there are only three (3) persons in a job class and no employee in that job class qualifies or exercises the right of a twenty (20) year employee, a minimum of two (2) employees will be considered for the short work week.

Vacancy

1. Eligible employee(s) as determined above may request to be schedules only sixty-seven and a half (67½) or sixty (60) hours in a bi-weekly pay period.

2. The shift to be vacated by each employee will ultimately be determined by the Home after reviewing specific employee requests and allocating by seniority. Weekend shifts may not be considered as shifts to be vacated.

Procedure

1. The “year” for this procedure shall mean January 1st to December 31st.
2. The “notification” period shall be on or before December 1st in a year.
3. The “short-shift” year shall be from on or about January 1st in a calendar year to on or about December 31st.
4. Eligible employees shall request, in writing, to the Administrator of the Home, by December 1st.
5. Employees who have previously been scheduled for the “short-shift” must apply by December 1st to have their shifts reinstated; otherwise, they shall be deemed to have applied for the purpose of “VACANCY #2”.
6. The Home may develop one (1) or more temporary part-time positions from the shifts vacated and post such positions in accordance with the collective agreement.
7. Any shift given away remains with the shift rotation of the employee who has given the shift away, and should such employee leave the employ of the employer, or be unable to fulfill their contractual obligations, the shift shall be returned to the original rotation.
8. For the purpose of A 15:08, overtime shall be paid only for working in excess of seven and a half (7½) hours in a day of seventy-five (75) hours bi-weekly.
9. Full-time/part-time ratio: It is the intent of the parties to maximize the opportunities for full-time employment with the employer. To this end, work performed by full-time employees will not be assigned to part-time employees with the effect of eliminating full-time positions or lowering the relative complement of full-time to part-time employees.
10. The R.P.N. classification, the “R.P.N.’s” agree that they will co-operate with the Home’s Administrator and Director of Care where care of the residents could be comprised through lack of registered staffing.

Shift Giveaways

Where a full-time employee does not meet the eligibility requirements above to qualify for the short-shift week above, such employee may be eligible to give away a shift to a co-worker, in the same classification. Such a shift giveaway will be limited to one (1) per pay period and to a maximum of eight (8) shift giveaways per calendar year for full-time employees who have not met the eligibility requirements above. The request must be on prescribed form, signed by both employees. The Home will not be responsible for violation of seniority provisions in the collective agreement, or any premium pay provisions.

Those employees working in a Temporary Full-time vacancy greater than three (3) months will be permitted to give away one (1) shift for every six (6) weeks of the term of the temporary leave to a maximum of eight (8) shift giveaways in a calendar year.

Part-time employees with at least five (5) years of seniority will be entitled to two (2) shift giveaways per calendar year. Weekend shifts and scheduled shifts over the Christmas/New Year's schedule may not be given away.

LETTER OF UNDERSTANDING #2 – RE: PART-TIME HOLIDAYS

The Employer agrees to do an accounting in the first two (2) months of each calendar year comparing the holiday pay received by the Part-time employee in the prior year and the holiday pay they would have received for the Statutory Holidays set out in the ESA and calculated in accordance with the ESA. Where an employee has received less holiday pay than she would have under the ESA the Employer shall pay the difference to bring her to the ESA pay level. The first calculation will occur in the first two months of 2012 for the calendar year 2011.

LETTER OF UNDERSTANDING #3 – RE: 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. The parties agree that when there is adequate verification from a recognized professional (e.g. doctor, lawyer, professional counsellor), a woman who is in an abuse or violent personal or domestic situation may not be subject to discipline without giving full consideration of 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.

Women's Advocate

The parties agree to recognize a Women's Advocate who shall be a female employee of the Home, who has completed probation and who is a member of the Unifor bargaining unit. The Advocate shall be called upon to meet with members who are experiencing a domestic abuse situation when requested, to discuss problems with them and make the necessary referrals.

Management and Supervisory employees of the Home shall co-operate with such Women's Advocate to ensure prompt and confidential transfer of information. Notwithstanding, the limited physical facilities cannot ensure total privacy of the activities of the Advocate.

Once during the life of this Agreement, the Home shall grant up to three (3) days off for a candidate to attend the Unifor training program.

Upon evidence of successful completion, such employee shall receive payment for up to three (3) days of lost wages.

The Union shall be responsible for training fees and any boarding or lodging required.

LETTER OF UNDERSTANDING #4 – RE: DATA TO BE SUPPLIED

The employer will supply the union committee with the following information:

1. Monthly, by means of Dues Deduction Listing, name, classification, rate of pay;
2. Exception reporting, via Dues Deduction Listing, address change, classification changes, status change;
3. Other - names of managers.

It is agreed that the union will be permitted to “audit” one payroll run for members of the bargaining unit to verify hours used in calculating union dues deductions.

LETTER OF UNDERSTANDING #5 – RE: DISCIPLINARY POLICY

The current disciplinary policy shall not be amended unless by mutual agreement between the parties.

The Union will be notified of any discipline of bargaining unit employees.

LETTER OF UNDERSTANDING #6 – RE: RELCATION OF NURSING

For the term of this agreement, where the current ownership of Brouillette Manor (1230839 Ontario Limited) transfers the existing sixty (60) bed licence within the boundaries of the county of Essex, they shall recognize Unifor as bargaining agent for bargaining unit employees at the relocated facility and shall be bound by the provisions of the collective agreement and shall retain or offer employment to all employees of the bargaining unit.

LETTER OF UNDERSTANDING #7 – RE: YEAR-TO-DATE CALCULATIONS

Within three (3) pay periods following ratification, the employer will make available vacation accruals on the employee’s pay stub.

LETTER OF UNDERSTANDING #8 – RE: C.M.I. RESULTS

Recognizing the mutual objective of quality care, the employer agrees to meet through the Labour Management Committee with the union as soon as practicable after the receipt of their annual C.M.I. results. The employer agrees to provide the union with bargaining unit staffing levels, the impact of related bargaining unit payroll costs on staffing levels and a written notice of the C.M.I. results for the facility.

The purpose of this meeting is to discuss the impact of the C.M.I. changes on the staffing of the facility, and to provide the union with an opportunity to make representation in that regard.

LETTER OF UNDERSTANDING #9 – RE: OCCUPATIONAL HEALTH AND SAFETY ACT

Effective date of ratification and for the term of this agreement, both parties acknowledge that they will abide by Section 43 of the Occupational Health and Safety Act, in force and amended as of January 1st, 2001.

LETTER OF UNDERSTANDING #10 – RE: SPECIAL DUES ASSESSMENT

The employer agrees to pay into a special fund, two cents (\$0.02) per hour per employee for all compensated hours. Such monies to be paid on a quarterly basis into a fund established by Unifor, and shall be utilized by the Union at its discretion.

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

LETTER OF UNDERSTANDING #11 – RE: UNION CHAIRPERSON

The Home agrees to provide up to a maximum of two (2) hours per week, for the Union Chairperson to conduct her Union business during working hours. Such accommodation shall be subject to approval by the Supervisor, whose approval shall not be unreasonably denied. The Chairperson will have access to a telephone, fax and a photocopier.

LETTER OF UNDERSTANDING 12 – RE: ARTICLE 22:02

The Parties acknowledge that for the term of this Agreement, Article 22:02 shall be interpreted as follows:

“Where an employee initially achieves Full-Time status, the five (5) sick day entitlement shall be prorated as follows:

1. Where F/T between January 1st and April 30th, entitlement shall be five (5) days.
2. Where F/T between May 1st and August 31st, entitlement shall be three (3) days.
3. Where FT between September 1st and December 31st, entitlement shall be two (2) day.

Date at which employee permanently Full-Time subject to Article 9:01(c).

LETTER OF UNDERSTANDING #13 – PROCEDURE FOR NON-PREMIUM FLOAT DAY

1. The day off must be according to mutual agreement as per the request procedure
2. Employees who have requested and been approved their float day off, shall be required to be scheduled off that day.
3. Float holidays will not be carried over from one year to the next

4. Float holidays will not be granted during an employee's regular weekend to work or during the Christmas vacation schedule.
5. In addition to #1 through #4 above, Part-Time employees shall be required to conform to Article 20:04 (a) and Article 20:04 (d).
6. The Employer will include a reminder regarding the float holiday on each Holiday Sign-Up Sheet (there will be eleven (11) such reminders per year).

LETTER OF UNDERSTANDING #14 – RE: VACATION SCHEDULING

On or before March 10th, the Home will post a list of all employees by name that will include their vacation entitlement, based on the provisions of Article 19:02

Between March 10th and April 15th, employees will submit, in writing on prescribed form, to the Administrator of the Home, their first (1st) and second (2nd) choices for vacation throughout the vacation year.

For this purpose, the "vacation year" shall be the twelve (12) month period between June 1st in a year until May 31st in the following year.

The Administrator will finalize the vacation requests and post the approved vacation list on May 1st. If employees do not submit their vacation requests during the prescribed period, then they have no right to have vacation requests at the time of their choice as this may displace another employee for whom vacation requests have been approved.

The vacation period will be allowed throughout the vacation year, with the limitation of vacation requests being granted for the Christmas Holiday period (December 20th to January 3rd). Employees will be expected to fulfill their responsibility of working either Christmas or New Years as scheduled. Requested leaves of absence will be reviewed by the Administrator and will not be unreasonably denied.

In considering requests, the Employer will consider requests by classification, by shift and by seniority. Within classification and shift, the more senior employee will receive their choice of vacation. The percentage of staff allowed off, at any time, will be in accordance with being able to adequately staff the facility.

Where a request cannot be accommodated, the employer will contact the employee and advise the employee of alternate dates that will remain available.

An employee who fails to advise the employer of their alternate vacation choice within forty-eight (48) hours of being contacted, also loses their right to choose their vacation period in advance of a less senior employee

No employee can displace another employee from the posted vacation schedule, even if the employee is senior.

Any vacation requests received, subsequent to the above procedure, or those requests of employees who could not be contacted or who failed to make a timely choice, will thereafter be granted based on the timing of their request and the first individual to request a particular period of time shall have precedence over any subsequent request. Once the time is granted, the individual will not be displaced by another employee.

LETTER OF UNDERSTANDING #15 – RE: ARTICLE 20:04 (B)

For all statutory holidays falling between July 1st and August 31st in each year, normal scheduled hours during a period of vacation shall count towards “earned” wages.

LETTER OF UNDERSTANDING #16 – RE: ISSUES FOR JLM MEETING

Within sixty (60) days of the ratification of the collective agreement, the parties will convene a meeting of the Labour-Management Committee as per Article 7:01.

The following items shall be on the agenda for discussion at this meeting.

- (a) Article 20:09 Christmas and New Year Scheduling and shift preferences during such scheduling.

LETTER OF UNDERSTANDING #17 – RE: STATUTORY HOLIDAY SCHEDULING

1. In accordance with Article 20:08 as amended, the employee decides to WORK or NOT WORK and signs up on the “Sign-Up Sheet”.
2. **Part-time**
 - (a) The employee chooses TO WORK:
 - (i) The actual statutory holiday falls on the employee’s regularly scheduled day to work; there will be no change to the schedule; or
 - (ii) The actual statutory holiday falls on the employee’s regularly scheduled day off; the employee shall have the actual statutory holiday added to their schedule, with no other change to the bi-weekly schedule.
 - (b) The employee chooses NOT TO WORK:
 - (i) The actual holiday falls on the employee’s regular scheduled day to work; the employee will be scheduled off for the holiday and will have the option to be rescheduled another day to work on the bi-weekly schedule containing the actual holiday.
 - (ii) The actual holiday falls on the employee’s regularly scheduled day off; there will be no change on the schedule.
3. **Full-time**
 - (a) The employee chooses TO WORK:
 - (i) The actual statutory holiday falls on the employee’s regularly scheduled day to work; there will be no change to the schedule; or,
 - (ii) The actual statutory holiday falls on the employee’s regularly scheduled day off; the employee shall have the actual statutory holiday

added to their schedule and another working day falling during the same two (2) week period shall be deducted from the schedule.

- (b) The employee chooses NOT TO WORK:
 - (i) The actual holiday falls on the employee's regularly scheduled day to work; the employee will be scheduled off for the holiday and not rescheduled; or,
 - (ii) The actual holiday falls on the employee's regularly scheduled day off there will be no change to the schedule.

LETTER OF UNDERSTANDING #18 – RE: NATIONAL DAY OF MOURNING

The employer agrees to allow employees one (1) minute of silence at 10:45 a.m. on April 28th of each year in observation of those workers killed on the job.

LETTER OF UNDERSTANDING #19 – RE: MANDATORY EDUCATION

The Employer agrees to pay straight time pay for all hours spent in mandatory education.

LETTER OF UNDERSTANDING #20 – RE: FIVE HOUR SHIFTS

The unpaid lunch period will be scheduled at the end of the five (5) hour shift. Employees working five (5) hour shifts receive one paid fifteen (15) minute break.

If the Employer amends the five (5) hour shift or job routine, the parties will meet to discuss the changes prior to it being implemented.

LETTER OF UNDERSTANDING #21 – RE: RESIDENT ABUSE NOT TOLERATED

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

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

LETTER OF UNDERSTANDING #22 – 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 #23 – RE: JOB ROUTINES

Job Routines will be accessible to all employees in a binder.

LETTER OF UNDERSTANDING #24– RE: PAY EQUITY

The Union and the Employer acknowledge their responsibilities under the Pay Equity Act.

Upon the request of either party a meeting will take place to review and update the Pay Equity Plan as required.

LETTER OF UNDERSTANDING #25 – RE: HEALTH AND SAFETY/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 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 Health and Safety Committee agenda.

LETTER OF UNDERSTANDING #26 – RE: WORKPLACE DIVERSITY AND INCLUSION

The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

The parties agree diversity and inclusion is an appropriate discussion for Labour Management. The Labour Management Committee will discuss initiatives and programs for the workplace to promote an environment that encourages, supports, and celebrates equity, diversity, and inclusivity for Staff.

APPENDIX “A”

No Discrimination\Harassment

1. 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 of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, nor by reason of union membership or activity.
2. The employer and the union agree that there will be no discrimination, interference, restraint, harassment, or coercion exercised or practiced by either of them or by any of their representatives with respect to any employee by reason of age, disability, sexual orientation or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.
3. Where the name “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 or a period of at least one year, including a person of the same or opposite sex.

4. The employer and Unifor are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere that promotes respectful interactions and is free from discrimination and harassment.
5. Where a bargaining unit member complains of harassment by a person other than another bargaining unit member she shall bring such complaint to the attention of the employer and Unifor. The employer will then initiate and complete an investigation of the complaint and report the findings back to the complainer 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.

Harassment Policy in Respect of Unifor Members

(a) **Policy**

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

(b) **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 various 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 or race, ancestry, place or origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, handicap or sexual orientation.

(c) **Responsibilities**

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

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The employer and the Unifor will jointly investigate all complaints.
- The employer is available to discuss questions, concerns or complaints related to harassment with complaints and the Unifor.
- All staff members have the rights 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 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.

(d) **Procedure**

The employer and the Unifor are responsible for advising a complainant when this policy applies; providing education regarding harassment, clarifying options available, identifying and assisting complaints in obtaining counselling, facilitating in the resolution process and informing the complainer of their rights to file a formal complaint with the Human Rights Commission, appropriate governing professional bodies, unions or charges under the criminal code.

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

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the employer and the Unifor. They may be either verbal or in written form.
2. The employer and the Unifor will document the complaint and the individual will be informed of his/her rights.
3. The employer will bring the matter to the attention of the person responsible for the conduct of harassment and will attempt to resolve the matter informally.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
6. An internal resolution will be attempted between the complainant and the respondent by the employer and the Unifor.

7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the employer and the Unifor.
9. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the collective agreement.
11. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint Procedure.

mg/cope343