

COLLECTIVE AGREEMENT

Between:

**REVERA INC.
CHATHAM RETIREMENT RESORT**

-And-

UNIFOR AND ITS LOCAL 2458



October 1, 2022 to September 30, 2025

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE..... 3

ARTICLE 2 – RECOGNITION..... 3

ARTICLE 3 – UNION REPRESENTATION..... 4

ARTICLE 4 – NO STRIKES OR LOCKOUTS 6

ARTICLE 5 – UNION MEMBERSHIP AND CHECKOFF 6

ARTICLE 6 – PROBATIONARY PERIOD, ORIENTATION AND EVALUATIONS 7

ARTICLE 7 – JOB CLASSIFICATIONS, RATES OF PAY, RESPONSIBILITY ALLOWANCE AND CALL-INS 8

ARTICLE 8 – HOURS OF WORK, WORK SCHEDULES AND OVERTIME 10

ARTICLE 9 - VACANCIES, JOB POSTING, HIRING AND TRANSFERS 13

ARTICLE 10 – VACATION AND VACATION PAY 14

ARTICLE 11 – HOLIDAYS..... 15

ARTICLE 12 – SENIORITY AND LAYOFFS..... 17

ARTICLE 13 – HEALTH INSURANCE 20

ARTICLE 14 – NURSING HOME AND RELATED INDUSTRIES PENSION PLAN (NHRIPP)..... 22

ARTICLE 15 – SICK LEAVE..... 24

ARTICLE 16 – ABSENCE FROM WORK AND REPORTING..... 25

ARTICLE 17 – LEAVES OF ABSENCE AND BEREAVEMENT LEAVE 26

ARTICLE 18 – UNIFORM ALLOWANCE 28

ARTICLE 19 – TRAINING ASSISTANCE, JURY DUTY AND TRANSPORTATION 29

ARTICLE 20 – DISCHARGE, SUSPENSION AND WARNING..... 29

ARTICLE 21 – GRIEVANCE PROCEDURE 29

ARTICLE 22 – GRIEVANCE MEDIATION AND ARBITRATION..... 31

ARTICLE 23 – HUMAN RIGHTS CODE..... 33

ARTICLE 24 – DURATION 33

SCHEDULE “A” – CLASSIFICATION AND HOURLY RATES..... 34

LETTER OF UNDERSTANDING #1 – CALL-IN PROCEDURE..... 35

LETTER OF UNDERSTANDING #2 – LABOUR MANAGEMENT MEETINGS..... 36

LETTER OF UNDERSTANDING #3 – ACCOMMODATION OF SPIRITUAL OR CULTURAL OBSERVANCES..... 36

LETTER OF UNDERSTANDING #4 – WOMEN’S ADVOCATE..... 37

LETTER OF UNDERSTANDING #5 – REGISTERED EMPLOYEES PAID LUNCH 37

LETTER OF UNDERSTANDING #6 – PAY EQUITY MAINTENANCE 37

LETTER OF UNDERSTANDING #7 – JOINT HEALTH AND SAFETY COMMITTEE 37

LETTER OF UNDERSTANDING #8 – MENTAL HEALTH..... 37

LETTER OF UNDERSTANDING #9 – LABOUR MANAGEMENT MEETING..... 37

LETTER OF UNDERSTANDING #10 – RECENT RELATED EXPERIENCE (RPN ONLY)..... 38

ARTICLE 1 – PURPOSE

- 1.01 The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union, and the employees which is in every respect conducive to their mutual wellbeing. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.
- 1.02 If this Agreement is silent on any existing rights and privileges, this shall not mean that either the Employer or the employees are deprived of such rights or privileges.

ARTICLE 2 – RECOGNITION

- 2.01 This Agreement covers all employees, as described in the Certificate issued by the Ontario Labour Relations Board dated July 29, 1993, that is, of HCN – Revera Lessee (Chatham Retirement Resort) LP [by its general partner HCN – Revera Lessee (Chatham) GP Inc.] in the City of Chatham, save and except Supervisors, persons above the rank of supervisor, Activity Director, Retirement Counsellors and Paramedical Staff.
- 2.02 a. A full-time employee is defined as a person who regularly works forty-five (45) hours or more in a bi-weekly period.
- b. A part-time employee is defined as a person who regularly works less than forty-five (45) hours in a bi-weekly period.
- c. An “unscheduled/casual employee” is an employee without regularly scheduled hours bi-weekly or less. It is understood this is not a guarantee of hours for unscheduled employees and hours may fluctuate up and down without triggering the layoff or posting procedures.
- d. Unscheduled/casual employees shall have abandoned their job if they/them has not been available to work for a period of ninety (90) days.
- 2.03 Personnel outside the bargaining unit shall not perform work normally done by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit. It is understood that the purposes for which an employee not in the bargaining unit may perform duties normally assigned to employees in the bargaining unit may include instruction, emergency, to assist the general workforce, or to assist (after the call-in procedure has been exhausted) to get the job done in a safe or efficient manner.
- 2.04 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.
- 2.05 **Management Rights** - The Union recognizes that it is the responsibility of the Employer to manage the facility and to:
- a. Maintain order, discipline and efficiency.

- b. To hire, transfer, lay-off, recall, promote, demote, classify, retire*, assign duties, schedule, discharge, suspend or otherwise discipline employees who have completed their probationary period, for just cause, provided that a claim of discriminatory transfer, demotion or a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely at the discretion of the Employer.

* retire; it is understood and agreed that employees will provide the Employer with a minimum of two (2) months written notice of their intent to retire, including the specified date of retirement and the employees signature.

- c. Suspend or otherwise discipline employees for just cause, provided that a claim by any employee that they have been unjustly dealt with will be subject of the grievance procedure.
- d. To determine and establish the work to be done, the location, standards, methods and procedures, work assignments and the amount of supervision necessary for the care, welfare, safety and comfort of the residents in the facility. This includes the right to introduce new and improved methods, facilities, equipment, combining or splitting up of departments, work schedules and the increase or reduction of personnel in any particular area or on the whole, after consultation with the Union.
- e. Make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees. No rules shall be introduced without prior consultation with the Union.
- f. To determine, after advising the Union, the number of employees required and the duties to be performed by each from time to time.

ARTICLE 3 – UNION REPRESENTATION

- 3.01 a. The Employer recognizes and acknowledges the right of the union to elect, appoint or otherwise select up to four (4) members of the bargaining unit, who shall function as the Union Committee. The Union will attempt to ensure equal representation of all departments. One of the representatives so selected or elected will be the Union Chairperson. This committee is authorized to represent the employees from time to time in discussion and dealings with the Employer in connection with any matters which may properly arise out of the administration of this Agreement and the law.
- b. The Union committee shall serve on the Negotiation Committee of the Union and the Grievance Committee. Persons serving on the Union Committees must have a minimum of six (6) months seniority.
- c. It is agreed that meetings between the Employer and the Union called at the request of either party will normally be held during regular working hours, unless otherwise mutually agreed. Committee members and employees attending any meeting

within working hours, including ones dealing with grievances, shall suffer no loss of pay.

- d. The Union will supply, in writing, to the Employer the names and titles of all members of the Union Committee(s), and will revise such list from time to time as is necessary.

3.02 A Committee member will be given time off, without loss of wages, to assist an employee in the presentation of a grievance.

3.03 **Disciplinary Meetings**

a. If an employee is to be called in by the Employer to discuss a matter that involves progressive discipline, they shall be so advised prior to entering the meeting. Unless the employee wishes otherwise, they shall be accompanied by a Committee member who shall attend the entire meeting without loss of wages.

b. Such disciplinary meeting shall normally take place during the employee's scheduled shift. If the employee is not at work and is not scheduled to work within three (3) days of the incident, or if the incident giving rise to the meeting is so serious that more immediate action is warranted, they may be called in at a time when they are not scheduled and will not be paid.

c. The employee and the Committee member shall be allowed to meet for a reasonable period of time in private during or after if such meeting is requested by either party.

d. The Employer will give the Committee member a copy of the discipline letter.

3.04 A new employee will have the opportunity to meet with a Union Committee Member, for a period up to fifteen (15) minutes, without loss of regular pay. Permission prior to such meeting will be sought from the Supervisor.

3.05 a. Employees who are appointed by the Union to the negotiation committee for the renewal of this collective agreement who are required to be in attendance at negotiating sessions, shall suffer no loss of pay for scheduled hours of work lost while at negotiations up to and including conciliation.

b. Should any of the bargaining committee members not be scheduled to work on the days scheduled for negotiations the Employer agrees to pay the employee their regular wages as if they were scheduled. The Union will reimburse the Employer for the employees wages upon presentation of an itemized invoice, up to and including conciliation.

3.06 a. Once every second (2nd) month employees will be given the opportunity to meet and discuss Union matters in a room provided by the Employer on the Employer's premises. These bi-monthly meetings may be attended by Representatives of the Union. The Union shall see to it that the Employer is informed of such a meeting at least one (1) week ahead of time.

- b. Meetings as mentioned under (a) shall commence one-half ($1/2$) hour before the end of the day shift and the Employer agrees that Union members who are on duty at the time of the meeting or are scheduled for duty on the afternoon shift may attend at their own expense along with any other employees not scheduled for work. However, sufficient staffing to the efficient operation of the facility will be maintained and the number of employees required will be at the discretion of management.

3.07 **Local Labour Management Meetings**

An equal number of representatives of each party as mutually agreed shall meet at a time and place satisfactory to both parties. A request for a meeting hereunder will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters that are to be discussed, which shall not include matters that are properly the subject of grievances or negotiations for the amendment or renewal of the Agreement.

Any representative(s) attending such meeting during their regular scheduled hours of work shall not lose regular earnings as a result of such attendance.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

- 4.01 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, the Union shall not permit or encourage any strike, slowdown or stoppage of work, and shall not otherwise restrict or interfere with the Employer's operations through its members.
- 4.02 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, the Employer shall not lock out any of its employees, or deliberately restrict or reduce hours of work, or lay off employees when such layoff is not warranted by the workload.

ARTICLE 5 – UNION MEMBERSHIP AND CHECKOFF

- 5.01 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 5.02
 - a. The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union. The Employer will also deduct any authorized administrative dues.
 - b. Such dues shall be deducted bi-weekly and, in the case of newly hired employees such deductions shall commence in the month following their date of hire.
- 5.03
 - a. The amount of the regular monthly dues and administrative dues shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.

- b. Employees who have not worked in a month and are off work for whatever reason for a month or more shall, upon return to work and written notification from the Union, be deducted only one (1) month's back dues or amount equal to dues in addition to the regular deductions.
- 5.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article.
- 5.05 The employer will remit to the Union Education Fund three (3) cents per hour worked by each employee. Payments will be remitted monthly.

ARTICLE 6 – PROBATIONARY PERIOD, ORIENTATION AND EVALUATIONS

- 6.01 A newly hired employee shall be known as a probationary employee until they have actually worked and successfully completed a period of four hundred and fifty (450) hours worked. The parties may also agree to mutually extend the probationary period.

The discipline, discharge, layoff, or failure to recall after layoff of a probationary Employee is at the absolute discretion of the Employer and will not be subject to the Grievance Procedure. It is agreed that the probationary period is for the purpose of training Employees and to allow the Employer to assess Employee's suitability for continued employment. The Employer agrees not to act in bad faith in the application of this provision.

- 6.02 On or before the expiry date of an employee's probationary period, the Employer will confirm to the employee the decision to:
- a. Confirm their appointment as having completed their probation; or
 - b. Terminate the employee.

- 6.03 A probationary employee shall receive an evaluation of their work performance from the Employer at or about the three hundred and fifty (350) hours worked period of their probation.

- 6.04 An employee will establish seniority once they have completed their probationary period and shall be credited with four hundred and fifty (450) hours worked, upon completion of said probationary period.

- 6.05 New employees shall receive a minimum of two (2) paid shifts worked for the purpose of orientation. Where possible and necessary, such orientation will be conducted on the shift where the employee will be expected to work. Otherwise orientation will be conducted on the shift that will be the most advantageous for the training of the new employee.

- 6.06 **Transfer Orientation** - If an employee is accepted through the posting procedure to a position in a new classification and, if the employee requires training for the position in the new classification, they shall receive one (1) paid shift for the purpose of

orientation. Where possible, such orientation will be conducted on the shift the employee will be expected to work. Otherwise, orientation will be conducted on the shift that will be the most advantageous for the training of the employee. This decision shall be at management's discretion.

- 6.07 The Employer may periodically review and evaluate each employee as to their overall work performance. The employee shall be given their own copy of such an evaluation and may make comments on it before the original is placed in their file. It is understood that evaluations are for information purposes only and will not be used as instruments of discipline. If discipline is required the Employer must use the procedures outlined in Article 21.
- 6.08 An Employee may request, in writing, an opportunity to view their personnel file in the presence of her Supervisor or delegated representative. The request shall be made at least one (1) week in advance of the review. The information the employee may review will be their application form, any written evaluation or formal disciplinary notations or incident reports in the file.

ARTICLE 7 – JOB CLASSIFICATIONS, RATES OF PAY, RESPONSIBILITY ALLOWANCE AND CALL-INS

- 7.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Agreement and forms a part of it.
- 7.02 a. Wages shall be paid by automatic bank deposit into employees' personal designated bank accounts at no cost to the employees on a bi-weekly basis. If an employee fails to provide proper bank deposit information on the required form when a change is made, duplicate funds will not be issued to the employee until the Employer's bank has traced and verified recovery of said funds. This will not apply if a deposit information error is made by the Employer.
- b. The Employer shall provide employees, in case of a digital pay system, confidential digital access to their pay stub.
- c. In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within five (5) business days from the date it is notified of the error.
- 7.03 When a new classification is established by the Employer, the title and description of duties together with the proposed rate of pay shall be supplied to the Union in advance for discussion. If there is a disagreement between the parties on the rate of pay this may be the subject of a grievance and may be referred to Arbitration. The Arbitrator selected in accordance with the provisions of this Agreement shall have the power to determine the appropriate rate of pay for the new classification based on the submissions to the Arbitrator by the Union and the Employer. Nothing herein shall prevent the implementation of a new classification by the Employer, pending resolution of the appropriate rate of pay if this is in

dispute between the Union and the Employer. It is understood that the creation of any new classification and wages shall include any responsibilities under the Pay Equity Act.

- 7.04 a. When an employee who is scheduled and reports for work in a normal manner and is notified that no work is available, they shall receive a minimum of four (4) hours of pay at their regular rate of pay.
- b. When an employee is "called in" for an emergency, they shall receive a minimum of four (4) hours' pay at the appropriate rate. If an employee is called one (1) hour or more before they are scheduled to report for work and informed that they are not to report for work then the provisions of this article shall not apply.
- c. The provisions of this article shall not apply in the case of any labour dispute or emergency such as fire or power shortage which disrupts the operation of the facility, nor shall it apply to an employee returning from an absence without notice or who has not kept the Employer informed of their current address and telephone number.
- d. **Maintenance Staff** - When an employee is called in they shall be paid a minimum of three (3) hour's pay. Time shall be banked at time and one-half (1½). When an employee carries a pager, they shall receive a premium of one hundred dollars (\$100.00) per month.

- 7.05 The Employer shall maintain a list of employees for the purpose of call-ins which is available for inspection by the Union. Employees on the call-in list shall be called in order of seniority, beginning with the most senior employee, until the staff shortage is filled.

Succeeding call-ins will commence with the person listed below the last person to accept a call-in, and call-ins will continue on this basis through the whole list.

Each call will be indicated on a call-in sheet as to "accepted," "no answer," or "refused." An answering machine will be considered "no answer."

The Employer shall bypass on the list an employee who would otherwise become eligible for overtime rates of pay for the call-in, unless all employees available for the call-in are eligible for overtime rates of pay, in which case the employee shall not be bypassed.

Management may be phoned if the call-in cannot be covered.

The Employer shall exhaust all call-in options within the department, including at overtime, before offering the shift to employees from other departments.

- 7.06 When an employee is "called in" to work within one (1) hour of the starting time of the shift and the employee commences work within one (1) hour of the call-in, the employee shall be paid as if the entire shift had been worked provided they complete the shift.

- 7.07 Employees shall not receive phone calls regarding their availability to work between 10:00 p.m. and 5:00 a.m., except in cases of emergency, provided that an employee may be called up to one and one-half (1½) hours prior to the start of a shift for which the employee is required.

- 7.08 When an employee transfers to a new job classification the following shall apply:
- a. If the job is a higher rated classification, the employee will receive their current rate or the start rate for the new position whichever is the greater. They will then progress through the wage rates of the classification with job classification seniority dating from the date the transfer became effective.
 - b. If an employee is transferred to a lower rated classification due to a reduction in staff, inability to perform their work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of article 2.05, the employee will receive the corresponding rate of their current job for the job to which they were transferred. Job seniority for pay purposes shall include seniority on the job they are being transferred from.
 - c. If the transfer is at the Employer's request on a temporary basis the employee shall not suffer any loss of pay.
- 7.09 When the Employer temporarily assigns an employee to carry out the assigned responsibilities of a supervisory position outside the bargaining unit, the employee shall receive a responsibility allowance of fifty cents (\$0.50) per hour for each shift.
- 7.10 Employees will be paid forty cents (\$0.40) per hour for every hour worked on a full or partial evening or night shift. Shift premium will not be paid for any hour in which an employee receives overtime premium and said shift premium will not form part of the employee's straight time hourly rate.
- 7.11 The Employer shall make every effort to call in qualified relief staff for any employee who does not report for work.

ARTICLE 8 – HOURS OF WORK, WORK SCHEDULES AND OVERTIME

- 8.01 Overtime pay is defined as one and one-half (1½) times the straight time hourly rate.
- 8.02 Overtime shall be paid for all hours' worked:
- a. In excess of seven and one-half (7½) hours per day;
 - b. In excess of seventy-five (75) hours per pay period;
 - c. In excess of seven (7) consecutive days;
 - d. Within the specified break period defined in Article 8.11.
- 8.03 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual agreement.
- 8.04 There shall be no duplication or pyramiding of any benefits or payments for the same hours, regardless of the purpose for the premium under any provisions of this Agreement.

- 8.05 a. The parties recognize that there are existing shifts, including short shifts that vary and that there may be a requirement to change shifts or establish alternative shifts in the future. Changes, if required, will be based on the need to provide efficient, quality care for residents. Changes will not be implemented without discussion and mutual agreement with employees involved and the Union.
- b. The first shift of the day, the night shift shall commence at 11:00 pm the previous night, the day shift shall commence at 7:00 am and the evening shift shall commence at 3:00 pm.
- c. All other departments shall be scheduled by mutual agreement between the parties.

8.06 **Effective date of ratification** – night shift employees will be paid for their thirty (30) minute meal break.

Rest period shall consist of fifteen (15) minutes. Rest periods are paid time.

	Meal Period	Rest Period
Up to and including 5 hours	nil	1
Over 5 hours, up to 7 hours	1	1
7 hours or more	1	2

- 8.07 a. Employees shall be able to take their breaks in a room set aside for that purpose. The Employer shall provide a bulletin board in this room for Union notices.
- b. The Employer agrees that notices concerning Union activities may be posted on a designated bulletin board. All Union notices must be provided by proper officials of the Union and submitted to the Employer for approval before being posted or distributed.
- 8.08 a. The Employer shall schedule all departments to every other weekend off, except for employee requests or exchange of weekend shifts in accordance with Article 8.16.
- b. For those employees working less than forty-five (45) hours in a bi-weekly period, the employer will endeavour to schedule at least every second (2nd) weekend off unless otherwise agreed by the employees involved.
- 8.09 No employee shall work more than seven (7) consecutive days [and the Employer will endeavour to schedule an employee to work no more than six (6) consecutive days] and no more than twenty (20) shifts in any four (4) week period.

Employees may exchange working days and days off providing such change is approved by the supervisor and providing no employee shall work in excess of eight (8) consecutive days due to such an exchange or more than twenty (20) shifts in any four (4) week period. If there are scheduling difficulties, the Employer and the Union shall meet to arrive at a mutually satisfactory solution.

Employees who exchange working days and days off, providing such change is approved by the supervisor, will be "capped" based on the following:

For full-time employees 'give-away' shifts will be capped at two (2) shifts per four (4) week schedule.

For Part-time employees 'give-away' shifts will be capped at one (1) shift per four (4) week schedule.

Employees are not permitted to giveaway shifts if it changes their status from full-time to part-time.

- 8.10 **Voluntary Reduced Schedule** - Full-time employees may be allowed to reduce their work schedule to a minimum of eight (8) shifts in a two (2) week period for a period of six (6) months. The employee may request further six (6) month periods prior to the end of the 5th month. When an employee working such a reduced schedule leaves their position, the position will be posted without the shift reduction.
- 8.11 No employee shall be required to work more than two (2) different shifts in any one (1) week except in case of emergency. Each employee shall have a break of at least nine (9) hours between shifts unless the Employer and the Union mutually agree otherwise. Employees called back without at least nine (9) hours rest since their last shift who refuse to accept the shift shall not have the refusal count against them on the call-in roster.
- 8.12 Employees who are regularly scheduled to work ten (10) days in a two (2) week pay period shall be paid at one and one-half (1½) times the hourly rate for all work performed on a scheduled day off except if such work is done as a result of a voluntary switch in hours with another employee provided they work the full number of hours scheduled during the two (2) week period. If one of the ten (10) shifts was paid at time and one-half, and the eleventh (11th) shift is a regularly scheduled shift, the eleventh (11th) shift will be paid at the regular hourly rate.
- 8.13 Those employees working the night shift when the change from Daylight Savings Time to Standard Time or vice versa occurs shall be paid at straight time for the exact number of hours' worked during the shift.
- 8.14 a. The Employer shall post work schedules on a four (4) week basis [two (2) weeks current, and two (2) weeks upcoming] at least ten (10) working days prior to the effective day of the schedule. No changes shall be made in the schedule after it has gone into effect, unless there is agreement with the employee(s) concerned.
- b. A copy of the schedule will be given to the department's Union Committee member prior to its effective date.
- c. The Employer shall not change or amend the schedule after it has been posted without the affected employee providing consent.
- 8.15 Any employee required to stay at the end of their shift in order to wait for shift replacement or for reporting purposes shall be paid at overtime rates for all time in excess of fifteen (15) minutes.

- 8.16 In the event an employee, of their own accord, for their own personal convenience, wishes to shift exchange or giveaway shifts with another appropriately qualified employee presently in the employ of the Employer, they shall first submit such request twenty-four (24) hours in advance of the proposed change in writing to their immediate supervisor. For changes that occur on a weekend need to be submitted by Friday at noon. The Employer shall not be responsible or liable for overtime claims and noncompliance with the above provisions that might arise or accrue as a result of the exchange of shifts.
- 8.17 An employee shall not be scheduled in more than one (1) classification unless mutually agreed upon between the Union and the Employer.

ARTICLE 9 - VACANCIES, JOB POSTING, HIRING AND TRANSFERS

- 9.01 The Employer shall post all vacancies that are expected to be for a period of six (6) weeks or longer and indicate:
- a. The job classification and qualifications
 - b. Start Date
 - c. Status – Full-time/ Part-time or temporary full-time or temporary part-time
- 9.02 a. When filling a vacancy, the Employer shall give preference to an applicant employee with most seniority provided such an employee has the qualifications, skill and ability to perform the required work.
- b. If a vacant position cannot be filled with employees that are employed, the Employer shall give preference to an employee on layoff provided that employee is qualified to perform the required work.
- 9.03 Vacant positions shall be posted for at least seven (7) consecutive days. Applicants must apply in writing to the supervisor in charge before the end of the posting to indicate that they are interested in the vacant position. Whenever two (2) or more applicants are qualified to fill the opening, the senior employee shall be given a trial period of two hundred and twenty-five (225) hours worked. The Employer may fill the vacancy on a temporary basis until a permanent candidate has been selected.
- 9.04 An employee selected to fill a vacant position shall hold that position for a trial period of two hundred and twenty-five (225) hours worked. The position shall become permanent after the trial period unless:
- a. The employee feels that they are not suitable for the job and wishes to return to her former one; or
 - b. The Employer feels that the employee is not suitable for the job. In either case, the employee will return to their former position and wage rate without loss of

seniority. Any other employee promoted or transferred as a result of the rearrangement of the position(s) shall also be returned to their former position and wage rate without loss of seniority. These provisions shall also apply in the event of a transfer to a job outside the bargaining unit. It is understood, however, that no employee shall be transferred without their consent to a position outside the bargaining unit.

- 9.05 Only the original job vacancy and the first vacancy resulting from the award of the original vacancy will be posted. Vacancies arising out of the second posting shall be filled by the Employer in order of seniority.
- 9.06 An employee selected to fill a temporary position shall return to their former position without loss of seniority when the temporary position has expired. Any other employee promoted or transferred as a result of the temporary position shall also be returned to their former position without loss of seniority.
- 9.07 Employees who are on vacation, maternity/parental leave, jury duty and approved leave of absence may indicate, in advance, to the Employer their desire to apply for a posting if such posting should occur during their absence and within seventeen (17) weeks of their originally projected date of return. In such a case, the Employer shall fill the vacancy temporarily using the posting procedure as outlined in this agreement.

ARTICLE 10 – VACATION AND VACATION PAY

10.01 Employees shall be entitled to vacations according to the following schedules:

Vacation Pay Schedule		
Period Worked	Time Off	Vac. Pay
0 – 1,800 (1 yrs.)	E.S.A.	E.S.A.
1,801 – 7,200(4 yrs.)	(2) weeks	4%
7,201 – 10,800(6 yrs.)	(3) weeks	6%
10,801 – 27,000 (15 yrs.)	(4) weeks	8%
27,001 – 45,000 (25 yrs.)	(5) weeks	10%
45,001 +	(6) weeks	12%

- 10.02 a. For the purpose of calculating eligibility, the vacation year shall be the period from July 1 of any year to June 30 of the following year.
- b. For purposes of calculating vacation entitlement accrual for employees who are normally employed on a regular basis for less than thirty-seven and one-half (37½) hours per week, one (1) month shall be one hundred and fifty (150) hours paid and one (1) year shall be 1800 hours paid.
- 10.03 a. The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority within their department but shall be finally

determined by the Executive Director having due concern for the proper operation of the Home.

- b. An employee who wishes to exercise seniority for scheduling a vacation between June 1 and September 1 must apply to the Executive Director by April 15 of the same year or vacation for that period will be granted on a first ask/first choice basis, rather than on a seniority basis. The vacation request schedule will be posted by March 1 of each year.

10.04 Vacations are not cumulative from year to year and all vacations must be taken in the vacation year for which they are given. After an employee has taken a minimum of two (2) weeks of their allotted vacation time, they may request the remaining earned and banked vacation monies to be paid out as a separate calculated line (tax favourable) on the regular deposit. Only two (2) periods for requests for vacation pay-out will be offered per vacation year, closest pay period after June 30 and December 1. A request for vacation pay-out must be approved by the departmental Manager, and submitted to Payroll at least one pay period prior to the pay-out dates.

10.05 **Full-time and Part-time** - All full-time and part-time employees entitled to vacation time off shall be paid their vacation pay when they take their vacation; it will be paid on the regular bi-weekly pay schedule, assuming they have sufficient funds in their vacation bank. Any vacation pay remaining in an employee's bank will be paid at the end of the vacation year. Employees may not request vacation pay in advance of their vacation. The accrued vacation must be taken during the vacation year immediately following the year it was accrued and not prior to that. An employee shall not be permitted to accumulate their vacation from one year to another.

Unscheduled/Casual - All casual employees shall receive vacation pay with their bi-weekly pay.

10.06 **Vacation Replacement** - Full-time staff not scheduled for ten (10) shifts will be given the opportunity prior to the posting of each schedule to increase to ten (10) by picking up vacation shifts. Remaining shifts will be offered equitably to the Part-time staff.

10.07 Employee's pay stubs shall indicate the accumulation of vacation pay.

ARTICLE 11 – HOLIDAYS

11.01 a. Employees shall be entitled to the following holidays paid at regular rates:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and Two (2) Floating holidays.

- b. The intent of the parties is to provide a maximum of twelve (12) paid holidays annually during the term of this Agreement. In the event that the government declares an additional holiday during the term of this Agreement, such holiday will be substituted for one of the holidays mentioned above, by agreement of the parties.

- c. Each employee shall have the right to select their floating holidays within the calendar year. Floating holidays, however, cannot be accumulated from one (1) year to another. Employees shall endeavour to give notice one week prior to the posting of the schedule but not less than three (3) weeks prior to the date desired for the floating holiday. An employee shall not be entitled to a floating holiday until after being employed for six (6) months. Float holidays are only subject to qualifiers noted in Article 11.04 b), d) & f).
- d. Float holidays and "saved paid" holidays must be used prior to December 20 of the current year.

The exception shall be Christmas and Boxing Day which can be held over until the following February 28 providing it does not conflict with the scheduling of the home.

- 11.02 a. An employee who qualifies for a paid holiday shall be paid at the rate of one and one-half (1½) times the regular hourly rate for each hour worked, in addition to regular wages for the holiday. Instead of receiving regular wages for the holiday an employee may, at their request, take a day off with pay at a later date under the same terms and conditions as apply to floating holidays.
- b. An employee who does not qualify for a paid holiday shall be paid at the rate of one and one-half (1½) times the regular hourly rate for each hour worked for the paid holidays mentioned under Article 11.01.

11.03 If a paid holiday occurs on an employee's regular day off or during the employee's vacation period, the employee will receive an additional day's pay or exercise the in lieu option as under Article 11.02, or receive an additional day off with pay consecutive to their vacation time, by mutual agreement between the employee and the immediate supervisor. Float holidays are only subject to qualifiers noted in article 11.04 b), d) and f)

- 11.04 a. An employee does not qualify and is not entitled to holiday pay unless they complete their last scheduled shift immediately before the holiday and their first scheduled shift immediately after the holiday. This restriction shall not apply if the employee is excused in writing by their supervisor or Executive Director, or if they are ill on one of the qualifying days and, upon request from the Employer, produces an appropriate doctor's certificate from a licensed Medical Doctor/Physician.
- b. No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday, they shall only receive holiday pay.
- c. In order to be entitled to a paid holiday, the employee must have completed the probationary period or must have worked three (3) months, whichever comes first.
- d. Employees who are off work due to illness shall not be entitled to holiday pay if their illness lasts more than four (4) weeks.
- e. An employee does not qualify and is not entitled to holiday pay unless they have earned wages on at least ten (10) days during the full four (4) weeks immediately preceding the paid holiday, based on the company work week of Sunday through Saturday.

- f. For an employee whose daily hours of work varies, holiday pay shall be based on the average of the employee's daily regular earnings for the days worked during the qualifying period.
- 11.05 An employee may be scheduled to work on Christmas Day and Boxing Day of one year or New Year's Day of the next year, but not on both of these during the same holiday season unless the employee consents. If an employee has worked on Christmas Day or New Year's Day, the Employer shall make every effort not to schedule them for the same day the following year.
- 11.06 For the night shift the holidays outlined in Article 11.01 shall be considered as falling on that day in which the majority of hours are worked.

ARTICLE 12 – SENIORITY AND LAYOFFS

- 12.01 Seniority is the ranking of employees in accordance with their hours worked at the residence. Seniority and service shall be calculated on the basis that each eighteen hundred (1800) hours' paid equals one (1) year with any remaining portion pro-rated.
- 12.02 The Employer shall maintain a seniority list and make copies available to the Union each January and July showing date of hire and hours' paid.
- 12.03 An employee's seniority rights shall cease to exist and the employee shall be deemed to have terminated employment if an employee:
- a. voluntarily resigns or retires;
 - b. discharged for just cause and not reinstated through the grievance procedure;
 - c. lay-off of a full-time employee in excess of eighteen (18) months or when a part-time employee who has not been scheduled to work for a period of twelve (12) months (unless on an employer-approved leave of absence);
 - d. failure to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and paid holidays) after being notified of recall by registered mail or by telephone. Registered mail sent to the employee's most recent home address on their employment file shall be interpreted as proper notice and leaving a telephone message at such employee's residence will also constitute proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number;
 - e. failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the employee to the Employer;
 - f. Engages in gainful employment while in receipt of sick leave payments or an unpaid sick leave without written approval from the Employer.

- g. Absent from work for three (3) consecutive working days without notifying the Employer, unless a reasonable explanation satisfactory to the Employer is provided;
- h. Leaving the Employer's premises during regular working hours (not including breaks) without permission of the Employer or Charge Nurse.

12.04 When it is necessary to reduce or alter the working force of employees, the following procedure will apply, provided it does not prevent the Employer from maintaining a workforce of employees who are qualified to do the work available. For all employees, it is agreed and understood that a reduction in the number of scheduled hours in a week does not constitute a layoff unless the employee has their hours reduced in excess of ten percent (10%) of their hours.

Such reduction shall be seen as a layoff. Affected employee(s) shall be entitled to exercise their bumping rights in accordance with this provision.

12.05 a. In the case of layoffs, the Employer will recognize the seniority standing of each employee as the continued performance of their work permits according to the following. Ability to perform available work being relatively equal in the Employer's judgment, seniority shall prevail, so that the employee having the highest seniority shall be laid off last and recalled first, provided that the employee has the necessary basic skill, ability and qualifications where immediately required, or where not immediately required, within a specified time frame.

Subject to the foregoing, an employee to be laid off shall first displace the least senior employee with a relatively equal number-of regularly scheduled hours, (that is not more than ten percent (10%) than their regularly scheduled position) within their shift. If there is no less senior employee with a relatively equal number of regularly scheduled hours on their shift, or if the employee to be laid off is the least senior employee on their shift, then they shall displace the least senior employee with a relatively equal number of regularly scheduled hours on another shift. If the employee to be laid off chooses, they may displace the least senior employee on their shift with a lesser number of regularly scheduled hours. If there is no such employee on their shift, they may displace a less senior employee with a lesser number of regularly scheduled hours on another shift. Under no circumstances may a part-time employee displace a full-time employee under the above procedure.

b. The Employer shall make every effort to minimize the effect on regularly scheduled positions where this can be reasonably accommodated within the work schedule and the operations of the Home.

Where less than ten percent (10%) of the hours biweekly have been reduced within a classification, prior to the Employer subsequently reinstating those hours, the Employer will make every effort to reinstate those hours to the employees who were reduced before new positions are added within that classification or an employee is recalled to that classification from a full layoff.

For short-term layoffs (less than thirteen (13) weeks duration] the Employer, whenever possible, shall give the employees concerned, as well as the Union, a two (2) week notice of the intention to lay off employee(s). Such notice to the Union shall not be in addition to the notice provided to individual employees.

- c. When reductions of less than ten percent (10%) occur, the Employer will endeavour to ensure that the reductions come from lines of least seniority.
- 12.06 The Employer, whenever possible, shall give the Union and the employees concerned four (4) weeks' notice of the intention to lay off employees when the layoff is expected to be permanent or long-term [in excess of thirteen (13) weeks duration]. Such notice to the Union is not in addition to the notice provided to employees. Length of notice to individual employees shall be in accordance with the Employment Standards Act.
- 12.07 An employee whose position is subject to layoff or reduction of hours shall have the right at the employee's option to either:
- accept the layoff or reduction, or
- displace an employee under the provisions of 12.05 a)
- An employee will have five (5) calendar days following written notification to indicate their choice. Failure to indicate within the above time limit will be deemed to mean that the layoff or reduction is accepted.
- 12.08 **Recall Rights** - An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the skill, ability and qualification as required to perform the work after such opening is filled on a regular basis under the job posting procedure prior to the posting of the job.
- An employee recalled to work in a different classification from which they were laid off or an employee who was bumped out of a classification to maintain their hours shall have the option of returning to the position they held prior to the layoff should it become vacant within twelve (12) months of being recalled. This option may only be offered once.
- No new employee shall be hired until all those laid off have been given an opportunity to return to work according to the terms of the Collective Agreement and have failed to do so, or in accordance with Article 12.03 d), have lost their seniority and were deemed terminated.
- 12.09 It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within three (3) working days (exclusive of Saturday, Sunday or holidays) after being notified to do so by registered mail, email or fax, addressed to the last known address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing), and to return to work within seven (7) working days after being notified, or such time as mutually agreed to between the employee and the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address and telephone number being on record with the Employer. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach that employee.
- 12.10 Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such a recall and may instead remain on layoff. This provision supersedes the job posting provision. The Employer

is not required to give notice of subsequent layoff to the Union nor an employee who is recalled to fill such a temporary vacancy.

- 12.11 If an employee or the Union wishes to file a grievance about a layoff, this shall be done within three (3) working days after the layoff becomes effective.
- 12.12 Any employee transferred to a position outside the bargaining unit shall, if rehired to a job within the bargaining unit, and after completing the probationary period, be reinstated. Any seniority formerly accumulated as of the date of transfer, as long as the employee has been continuously employed by the Employer while outside the bargaining unit, shall be recognized.

ARTICLE 13 – HEALTH INSURANCE

13.01 The Employer agrees to contribute towards the premium cost of the single or family rate of the following plans for all full-time employees who have completed their probationary period as stated in Article 6.01:

- a. **Full-time Employees** - The Employer will pay one hundred percent (100%) of the premium for Life Insurance and Accidental Death and Dismemberment Insurance plans providing coverage of \$25,000.00 for Life Insurance and \$20,000.00 for Accidental Death and Dismemberment.

Part-time Employees - The Employer will pay one hundred percent (100%) of the premium for Life Insurance and Accidental Death and Dismemberment Insurance plans providing coverage of \$15,000.00 for Life Insurance and \$10,000.00 for Accidental Death and Dismemberment.

- b. The Employer agrees to pay one hundred percent (100%) of the premium cost of an Extended Health Care plan providing a \$10.00/\$20.00 deductible prescription drug plan, vision care plan providing coverage to a maximum of \$350.00 every two (2) years for each employee and eligible family members, and semiprivate hospital accommodation. This amount may be used towards corrective laser eye surgery.

Effective June 27, 2023 vision coverage shall increase to \$350.00 every two (2) years.

Should an eligible employee refuse EHC coverage, they will not be allowed coverage at a later date unless they can provide evidence of insurability satisfactory to the carrier. Employees may also be subject to maximum benefit levels for a one (1) year period.

- c. The Employer agrees to pay seventy-five percent (75%) of the premium cost of Blue Cross #9 equivalent Dental Plan. The annual deductible will be \$25 for singles and \$50 for a family. Recalls will be only allowed every nine (9) months (previously six months). Coverage shall be in accordance with a one (1) year lag to the current O.D.A. fee schedule.

13.02 The Employer agrees to contribute towards the premium cost of the single or family rate of the following plans for part-time employees who have completed their probationary period as stated in Article 6.01:

- a. The Employer will pay one hundred percent (100%) of the premium for Life Insurance and Accidental Death and Dismemberment Insurance plans each providing coverage of \$10,000.00.
- b. The Employer agrees to pay seventy-five percent (75%) of the premium cost of an Extended Health Care plan providing a \$6.00 deductible per prescription drug plan, vision care plan providing coverage to a maximum of \$100.00 every two (2) years for each employee and eligible family members.

Should an eligible employee refuse EHC coverage, they will not be allowed coverage at a later date unless they can provide evidence of insurability satisfactory to the carrier. Employees may also be subject to maximum benefit levels for a one (1) year period.

- c. The Employer agrees to pay seventy-five percent (75%) of the premium cost of Blue Cross #9 equivalent Dental Plan. There will be no annual deductible. Recalls will be only allowed every nine (9) months (previously six months). Coverage shall be in accordance with a one (1) year lag to the current O.D.A. fee schedule.

13.03 Benefit Premiums - The Employer shall continue to pay its portion of insured benefit premiums provided employees continue to pay their portion, as follows:

- a. During the month in which employee's leave of absence without pay commences;
- b. While the employee is receiving paid sick leave benefits up to a maximum of two (2) months or until their sick benefits are exhausted;
- c. While in receipt of Workplace Safety and Insurance Board as a result of injury sustained while in the employ of the Employer up to a maximum of twelve (12) months; Employees may continue benefit coverage until such time as they lose seniority provided they make arrangements with the Employer to pay the employee and Employer portion of all benefit premiums to the Employer by the fifteenth (15th) of the month in which the premium is due or the Employer will cancel coverage and the employee will not be entitled to insurance coverage until they return to work, subject to evidence of insurability.

13.04 **In Lieu of Benefits**

Employees working less than forty-five (45) hours in a two (2) week period will receive eight percent (8%) in lieu of health and welfare benefits and Paid Holidays in addition to their hourly rate for all hours worked, after completing the probationary period.

An employee working a temporary full-time posting (i.e. maternity/parental) will continue to receive in lieu.

Employees working less than forty-five (45) hours in a two (2) week period and currently enrolled in the benefit plans will maintain their benefit coverage and be paid for the Paid Holidays noted in Article 11.

As of October 1, 2016, current employees will be given the option to maintain their In Lieu of Benefits, or to adopt and participate in the part-time benefits plan. All employees

hired after the date of ratification shall not be eligible for in lieu of benefits and will be eligible to participate in the part-time benefits plan.

- 13.05 An employee injured during working hours shall be paid for the balance of their scheduled shift. When an employee is entitled to Workplace Safety and Insurance Board benefits, they shall be paid for the full shift on which the injury occurred with no charge to sick leave credits.
- 13.06 a. The Employer is responsible at all times for the enrolment and the proper remittance and payment of premiums to the insurance carrier(s). The Union shall be supplied with a copy of the policy with the insurance carrier(s).
- b. All employees covered by the insurances shall be supplied with a copy of a booklet as provided by the insurance company, outlining the coverage to which they are entitled.
- c. It is understood that the Employer's obligation pursuant to this Collective Agreement is to contribute the specified amount of the premium and to provide for the insurance coverage bargained for. The insurance plan(s) are subject to the waiting period or other terms and conditions as stipulated by the carrier(s). Any questions with respect to the insurer accepting enrolment or with honouring claims is a matter between the employee and the insurer.
- d. The Company has the right to change carriers for all benefit coverage set out in this collective agreement. However, the change in carrier will not result in a decrease in benefit coverage.

ARTICLE 14 – NURSING HOME AND RELATED INDUSTRIES PENSION PLAN (NHRIPP)

This letter of understanding between UNIFOR Local 2458 and HCN-Revera Lessee (Chatham) LP by its general partner HCN-Revera Lessee (Chatham) GP Inc. is entered into for the purposes of clarifying the applicable Pension language in the Collective Agreement between the parties, specifically as it relates to participation in the NHRIPP.

WHEREAS the parties ratified the terms of the Collective Agreement between the parties from October 1, 2016 to September 30, 2019 on November 27, 2017;

AND WHEREAS the Employer agreed to participate in NHRIPP, in accordance with all its terms and covenants;

AND WHEREAS the parties ratified the terms of the current Collective Agreement between the parties from October 1, 2019 to September 30, 2022, but did not address the terms and covenants of the NHRIPP in the renewal;

NOW THEREFORE the parties wish to resolve the matter of the Collective Agreement language, and agree that the following language will be inserted into the Collective Agreement forming Article 14.01 through Article 14.06 as follows:

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

14.01 The "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" is defined as 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
- iii) vacation pay

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

"Eligible employee" means all employees in the bargaining unit who have completed nine hundred and thirty-seven and one-half (937.5) hours of service.

14.02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four and one-half percent (4.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four and one-half percent (4.5%) of applicable wages to the Plan.

14.03 The Employee and the Employer contributions shall be remitted by the Employer 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.

14.04 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 toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

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

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each eligible employee by Article 14.05 of the agreement are:

- i) to be provided once only at Plan commencement:
 - * Date of hire
 - * Date of birth
 - * Date of first contribution
 - * Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- ii) to be provided with each remittance:
 - * Name
 - * Social Insurance Number
 - * Monthly remittance
 - * Pensionable earnings
 - * YTD pension contributions
 - * Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) to be provided once, and if status changes:
 - * Full address as provided to the Employer by the employee
 - * Termination date when applicable (MMDDYY)

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

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

ARTICLE 15 – SICK LEAVE

15.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the following basis provided sick leave credits are available.

15.02 Credits shall accumulate as follows:

- a. After completion of the probationary period, each employee shall be credited with twenty-two and one-half (22½) hours.

- b. Additional sick benefit credits shall be accumulated for all employees at the rate of seven and one-half (7½) hours for every one hundred and fifty-six and one-quarter (156¼) hours' worked thereafter to a maximum of three hundred (300) hours.

- c. Sick benefit credit accumulation shall be printed on employees' paystubs.
- 15.03 If an employee is absent from work because of an injury that is compensable under the Workplace Safety and Insurance Board, they shall not lose any accumulated sick time.
- 15.04 The Employer may request proof of disabling accident or sickness reasonably acceptable to the Executive Director or Director of Health and Wellness for any absence in excess of three (3) days. Failure to provide proof as requested may result in loss of sick leave benefits for that period of illness. Such note or certificate shall be from a legally qualified medical practitioner stating that the employee is able to resume their full duties.
- Notwithstanding the above, it is agreed that the employee must provide any required medical certificate pursuant to a statute or regulation or any Public Health requirement which certifies that the person is fully recovered from the illness which caused the absence. The employer shall pay the associated costs, if any, in obtaining such certificate(s).
- The employer shall pay for all doctor's forms and notes that are requested; except where the Union and the Employer agree that an employee exhibits a pattern of abuse.
- 15.05 An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days they would have worked during that period.
- 15.06 An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time they are off work. If this does occur, they shall be deemed terminated.
- 15.07 An employee who becomes ill during working hours shall be paid sick pay for the balance of their scheduled shift.

ARTICLE 16 – ABSENCE FROM WORK AND REPORTING

- 16.01 If an employee is unable to report for work they shall give the Employer a minimum of four (4) hours notice. In case of day shift work, this time element shall be a minimum of one (1) hour. If notice is not given within the required time, the employee shall not be entitled to their sick pay for the first day of illness. Notwithstanding the aforementioned, where possible, an employee will endeavour to provide a minimum of two (2) hours notice in the case of day shift work.
- 16.02 An employee who is off work due to illness or injury for a short term must inform the Employer twenty-four (24) hours in advance of their scheduled shift that they will return to work. In case of a long-term absence, they must inform the Employer forty-eight (48) hours in advance of her scheduled shift that they will return to work.

Short-term absence in this Article shall mean less than five (5) calendar days. Long-term absence in this Article shall mean five (5) calendar days or more.

An employee will be required to obtain and produce a doctor's certificate upon return to work after an illness that lasts longer than three (3) days.

ARTICLE 17 – LEAVES OF ABSENCE AND BEREAVEMENT LEAVE

- 17.01 a. The Employer may grant a request for a leave of absence without pay for personal reasons, provided the Employer receives at least three (3) weeks' notice in writing (except in case of emergency). Applicants when applying must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing with a copy to the union. Such requests shall not be unreasonably denied.
- b. Employees who are leave of absence will not engage in gainful employment while on such leave. If an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement and will be subject to discharge.
- c. No employee will accumulate seniority, vacation allowances, be paid for paid holidays (if the leave is in excess of thirty (30) calendar days), nor will any other benefits in this Agreement accrue or be paid while the employee is on leave of absence, but seniority and other accumulated credits established at the point of leave will be reinstated upon return to work unless legislation stipulates otherwise.
- d. The Employer will comply with the requirements of the Ontario Employment Standards Act with respect to maternity leave, parental leave and emergency leave.
- 17.02 An employee shall forfeit all seniority rights, and may be dismissed by the Employer, if they utilize a leave of absence for purposes other than those for which the leave was granted or engages in gainful employment elsewhere while on leave of absence, or who fails to report for duty on the first day following the expiration of a leave of absence unless the employee has obtained permission from the Employer in writing or provides a reasonable explanation satisfactory to the Employer.
- 17.03 Seniority shall stop accumulating when a leave of absence exceeds three (3) months.
- 17.04 **Bereavement**
- a. Upon the death of an employee's spouse (including common-law), child, parent, an employee shall be granted up to five (5) working days with pay ending up to the second (2nd) day after the funeral. Upon the death of an employee's brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild and step-parent an employee shall be granted up to three (3) working days with pay ending up to the second (2nd) day after the funeral. Upon the death of an employee's grandparent in-law, an employee shall be granted up to two (2) working days off with pay ending up to the second (2nd) day after the funeral. It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending up to the second (2nd) day after the funeral. An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which they are receiving payment for holiday pay or vacation pay. The Employer may request appropriate verification of entitlement to bereavement pay.

- b. Employees will not be entitled to bereavement leave until they have completed their probationary period.
 - c. Employees shall be entitled to a bereavement leave with pay of one (1) day upon the death of a niece, nephew, aunt, uncle or ex-spouse.
- 17.05 Bereavement pay shall apply only to days upon which the employee was scheduled to work.
- 17.06 If an employee is bereaved of a member in the immediate family (as specified in 17.04) while being on unpaid sick leave, they shall be paid bereavement leave.
- 17.07 **Maternity, Adoption and Parental Leave** - The following in part reflects the provisions of the Employment Standards Act on these matters. In all cases of dispute, and where the Act as amended from time to time is superior, the provisions of the Act will prevail.
- a. An employee who is pregnant or who adopts a child is entitled to a leave of absence of up to seventeen (17) weeks. The employee must have been in the employ of the Employer for at least thirteen (13) weeks to qualify for the leave and for the payment of above E.I. benefits.
 - b. The employee shall normally give the Employer written notice at least two (2) weeks in advance of the intended date of commencement and completion of the leave. In the case of pregnancy, the employee will provide the Employer with a medical doctor's statement of the estimated date of delivery.
 - c. Where an employee intends to return to work sooner or later than the original date, they shall give the Employer at least four (4) weeks' written notice in advance. Maternity or adoption leave may be extended beyond the seventeen (17) week period when recommended and certified by a medical doctor.
 - d. Employees are entitled to a parental leave of up to thirty-five (35) weeks. If the employee is the mother, this leave must be taken consecutive with the maternity or adoption leave. If the employee is not entitled to a maternity or adoption leave the parental leave must commence no later than fifty-two (52) weeks from the date of birth or adoption of the child and can be up to thirty-seven (37) weeks in duration. In all cases of parental leave, the employee must give at least two (2) weeks' written notice of the intended date of commencement and completion of the leave, and if the employee intends to return sooner than the original date of the early return to work, shall be subject to at least four (4) weeks' written notice to the Employer.
 - e. Employees who have completed six (6) months of service may extend their parental leave as noted in Article 17.07 d), without accrual of seniority, by a further seventeen (17) weeks, provided the employee informs the employer in writing four (4) weeks prior to the expiration of the leave provided for in 17.07 d).
- 17.08 **Paid Maternity Leave** - An employee on leave as set out in Article 17.07 above, who is in receipt of Employment Insurance Pregnancy Benefits pursuant of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75) of their regular weekly

earnings and the sum of their weekly Employment Insurance benefits and any other earnings.

Such payment shall commence on a monthly basis following completion of the Unemployment Insurance waiting period, as prescribed by the Applicable Employment Insurance Act, and receipt by the Employer of the employee's Employment Insurance Pregnancy Benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The Employer will accept the first E.I. stub as full and sufficient proof of their eligibility for top-up payments for the duration of the maternity leave period.

The employee's regular weekly earnings shall be determined by multiplying their hourly rate on their last day worked prior to the commencement of the leave, times their average hours' paid per week during their twenty (20) weeks prior to the commencement of the pregnancy leave.

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- 17.09 **Committee member Seminars** - The Employer shall grant a maximum of two (2) days leave of absence, without pay, per calendar year for each Committee member for the purpose of attending Committee member courses and seminars sanctioned by the union. The Union will make every effort to provide the Employer with one (1) month's advance notice. The employer agrees to pay each employee for the day(s) involved; and the Union will reimburse the employer for the employee's wages upon presentation of an itemized invoice.

ARTICLE 18 – UNIFORM ALLOWANCE

- 18.01 Kitchen staff shall be provided with aprons free of charge.

- 18.02 Uniform allowance is for the sole and exclusive purpose of purchasing and maintaining appropriate work attire at all times. Employees shall have the responsibility of purchasing, cleaning and maintaining their uniform in a state of good repair. Employees may be required to replace their uniform if it is not in a state of good repair. Uniforms for staff of all departments must be purchased from the supplier chosen by the Employer.

Each employee shall be paid a uniform allowance once per calendar year on the first pay after March 1 as follows:

Full-time - \$185.00

Part-time - \$120.00

- 18.03 The Employer will provide the proper tools and equipment for use by the maintenance staff. The provision of proper tools and equipment will be solely at the discretion of the Employer.

ARTICLE 19 – TRAINING ASSISTANCE, JURY DUTY AND TRANSPORTATION

- 19.01 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with such courses, as well as the employees' regular wages for time spent.
- 19.02 The Employer shall grant a leave of absence without loss of seniority or benefits to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between the normal earnings and the payment they receive for jury service, excluding meals, travel and other expenses. It shall be the employee's responsibility to advise the Employer immediately of the date(s) they are to serve on jury duty.

ARTICLE 20 – DISCHARGE, SUSPENSION AND WARNING

- 20.01 When the conduct or performance of an employee calls for a written warning by the Employer, the warning shall be a written one and a copy of the warning shall be forwarded immediately to the Committee members and the Union.
- 20.02 Within five (5) workdays following a suspension or discharge, the employee involved (provided they have completed the probationary period) may together with a Union representative discuss with the Employer the reasons for the suspension or discharge. Within five (5) workdays following this discussion, the Union may process the complaint via step 2 of the grievance procedure. These time limits may be extended by mutual agreement.
- 20.03 Any written disciplinary notations shall be removed from an employee's discipline record one (1) year after date of issue, except in case of resident abuse or harassment discipline (based on bona fide grounds), that has not been reversed through the grievance procedure.
- Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twelve (12) month period.

ARTICLE 21 – GRIEVANCE PROCEDURE

- 21.01 a. For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.
- b. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given the Employer an opportunity to adjust their complaint.
- 21.02 **Verbal Complaint**
It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they are first given their immediate supervisor or their designate the opportunity to adjust their complaint. A complaint shall only be considered if it is raised and acknowledged by the immediate supervisor within seven (7) days of the event giving rise to the complaint or

within seven (7) days after the employee has or ought to have had knowledge of the event giving rise to the complaint. The immediate supervisor will provide a response within three (3) days. If the complaint is not satisfactorily resolved, the complaint may then be taken up as a grievance in the following manner: If an employee has a complaint or question, they shall first take the matter up with their immediate supervisor within five (5) days after the circumstances giving rise to the complaint has occurred or having knowledge of the occurrence.

21.03 **Step 1**

Failing a satisfactory settlement to the complaint, the aggrieved employee, accompanied by a Union committeeperson, may present their written grievance to the Executive Director or their designate within five (5) days following the response from the immediate supervisor. The grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance. The grievance should also contain a statement of the clause or clauses of this agreement said to have been violated. If such complaint or question is not settled to the satisfaction of the employee concerned, within a period of twenty-four (24) hours following the advice of the immediate supervisor's decision, or within such longer period as may be mutually agreed upon at the time, then the steps of the grievance procedure may be invoked.

21.04 Within five (5) days of receipt of the written grievance, the Executive Director or their designate will arrange a meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate, the Employee's Union committeeperson will attend this meeting. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

21.05 **Step 2**

Failing a satisfactory settlement in Step 1, the grievance may be submitted within five (5) days of the reply at Step 1.

21.06 Upon receipt of the grievance, the Executive Director or their designate will then arrange a special meeting for the purpose of the review of the grievance. The Employee, the Executive Director or their designate, and the Union Committeeperson will attend this meeting. A representative of the Union and a representative of the Employer may also attend. The aforementioned special meeting will take place within five (5) days of receipt of the grievance or at such other date that is mutually agreed to by the parties. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

Failing settlement at Step 2, the grievance may be submitted to Arbitration as set out in Article 22.

21.07 **Policy and Group Grievance**

The Union may institute a grievance, consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement, in writing at Step No. 2 of the grievance procedure, providing that it is presented within five (5) working days after the circumstances giving rise to the grievance having originated or had knowledge of the occurrence. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such

employee or employees could themselves initiate and the regular grievance procedure shall not be thereby by-passed.

21.08 The Employer shall have the rights of grievance as the Union, and in this regard the following procedure shall apply.

- a. In the event the employer has a grievance, the Executive Director or their designate shall file said grievance in writing with the Union, who shall then confer with the Executive Director or their designate within seven (7) days of the receipt of such grievance.
- b. In the event that the Union does not provide redress satisfactory to the Employer, the Executive Director or their designate may process the grievance to mediation/arbitration and the provisions of Article 9.05 (step 2) shall apply in this regard with any necessary changes.
- c. It is understood and agreed by the parties that with respect to any grievance referred to arbitration by the employer, the provisions of Article 11 shall apply with the necessary changes.

21.09 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances simultaneously and consecutively on all levels of the grievance procedure, subject to all applicable provisions under the grievance procedure, and the grievors will be listed on the grievance form.

ARTICLE 22 – GRIEVANCE MEDIATION AND ARBITRATION

22.01 a. Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within twenty-one (21) calendar days after the Employer's written decision has been rendered at the step prior to Arbitration.

Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

- b. Grievance Mediation will commence at a time mutually agreed.
- c. No matter may be submitted to Grievance Mediation, which has not been properly carried through the grievances procedure, provided that the parties may extended the time limits fixed in the grievance procedure.
- d. The parties shall agree on a Mediator.
- e. Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of proceeding shall be made and legal counsel shall not be used by either party.

- f. The Mediator will have the authority to meet separately with each party.
- g. If no settlement is reached following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions in the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator without the permission of both the Union and the Employer. Nothing said or done by the Mediator may be referred to at Arbitration notwithstanding the exception indicated above.
- h. The Union and Employer will share the cost of the Mediator, if any.

22.02 **Arbitration**

The party seeking Arbitration shall notify the other party ten (10) days of the expired time limit for the last step of the grievance procedure, of its intention to proceed to arbitration and at the same time shall name its nominee.

22.03 The receipt of the notice shall, within ten (10) days of the notice, name its nominee to the board of arbitration.

22.04 The two (2) nominee shall endeavour to agree upon a third person to act as chairperson within fifteen (15) days of appointment of the second nominee. If the nominees fail to agree on a chairperson, either one of them may request the office of arbitration, Ministry of Labour of the Province of Ontario to supply a panel of arbitrators for selection to act as the chairperson of the board of arbitration.

22.05 The proceedings of the arbitration board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto.

22.06 Each of the parties shall be responsible for the fees and expenses of its nominee and its own witness. The fees and expenses of the third member and chairperson shall be shared equally by the parties to this agreement.

22.07 The time limits fixed in both the grievance and arbitration procedures may be extended by the mutual consent of the parties to this agreement, provided however, that all of the time limits set out in both the grievance and arbitration procedures hereunder are mandatory.

22.08 **Sole Arbitrator**

Notwithstanding the foregoing provisions respecting the establishment of an arbitration board, if the parties agree, a sole arbitrator shall be chosen to act in the same capacity and having the same powers as a board of arbitration. The party submitting the grievance to arbitration shall signify when advising the other party with notice that contains a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators, or provide a list of three (3) arbitrators.

If the parties can agree to a sole arbitrator within thirty (30) days of the notice referring the matter to arbitration, the matter shall be determined by a sole arbitrator and failing such agreement, the regular arbitration procedure shall apply.

- 22.09 The Board of Arbitration, or Sole Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to make any decisions inconsistent with the provisions of the Agreement.
- 22.10 No person shall be selected as an arbitrator who have been directly involved in attempts to negotiate or settle the grievance or the collective agreement in force at the time the grievance arose, unless mutually agreed by the parties.
- 22.11 Any complaint or grievance which is not commenced or processed through the next stage of the grievance or arbitration procedures within the time specified shall be deemed to have been abandoned. However, time limits specified in the grievance or arbitration procedures may be extended by mutual agreement, in writing between the employer and the union.

ARTICLE 23 – HUMAN RIGHTS CODE

- 23.01 The parties agree to abide by the Ontario Human Rights Code and that it forms part of this agreement.
- 23.02 **Resident Abuse**
The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents will not be tolerated. The parties agree to cooperate to promote an abuse free environment for all residents.

ARTICLE 24 – DURATION

- 24.01 This Agreement shall be effective on October 1, 2022 and shall remain in effect until September 30, 2025 and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period of ninety (90) days prior to the renewal date. Should neither party give such notice, this Agreement shall renew itself for a period of one (1) year.

DATED AT CHATHAM, ONTARIO THIS 27th DAY OF MAY, 2024

REVERA INC.
CHATHAM RETIREMENT RESORT
Lindsay Lane

UNIFOR AND ITS LOCAL 2458
Stephanie Vanek Jordan
Kim Fraser
Adam Derosier - Mkt
Michelle
Elizabeth

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SCHEDULE "A" – CLASSIFICATION AND HOURLY RATES

Classification	Levels	Expired	October 1, 2022 3%	Ratification (RPN: \$1.25; all others: \$0.10)	October 1, 2023 3%		January 1, 2024 (RPN: \$1.00)	October 1, 2024 3%	January 1, 2025 (All except RPN: \$0.05)
Active Living Aide PSW/DSW	Start	\$17.77	\$18.30	\$18.40		\$18.95		\$19.52	\$19.57
	450 hrs	\$18.63	\$19.19	\$19.29		\$19.87		\$20.47	\$20.52
	1 Yr	\$20.06	\$20.66	\$20.76		\$21.38		\$22.02	\$22.07
	2 Yrs	\$20.41	\$21.02	\$21.12		\$21.75		\$22.40	\$22.45
Dietary, Laundry, Housekeeping	Start	15.50	\$15.97	\$16.07					
	450 hrs	16.70	\$17.20	\$17.30	Start	\$17.82		\$18.35	\$18.40
	1 Yr	17.94	\$18.48	\$18.58	1 Yr	\$19.14		\$19.71	\$19.76
	2 Yrs	20.14	\$20.74	\$20.84	2 Yrs	\$21.47		\$22.11	\$22.16
Cook	Start	\$18.78	\$19.34	\$19.44		\$20.02		\$20.62	\$20.67
	450 hrs	\$19.57	\$20.16	\$20.26		\$20.87		\$21.50	\$21.55
	1 Yr	\$21.01	\$21.64	\$21.74		\$22.39		\$23.06	\$23.11
	2 Yrs	\$21.37	\$22.01	\$22.11		\$22.77		\$23.45	\$23.50
Maintenance	Start	\$20.47	\$21.08	\$21.18		\$21.82		22.47	\$22.52
	450 hrs	\$21.26	\$21.90	\$22.00		\$22.66		23.34	\$23.39
	1 Yr	\$22.73	\$23.41	\$23.51		\$24.22		24.95	\$25.00
	2 Yrs	\$23.08	\$23.77	\$23.87		\$24.59		25.33	\$25.38
RPN	Start	\$22.12	\$22.78	\$24.03		\$24.75	\$25.75	\$26.52	
	450 hrs	\$22.46	\$23.13	\$24.38		\$25.11	\$26.11	\$26.89	
	1 Yr	\$22.93	\$23.62	\$24.87		\$25.62	\$26.62	\$27.42	
	2 Yrs	\$23.41	\$24.11	\$25.36		\$26.12	\$27.12	\$27.93	
Assistant Cook (effective Ratification)	Start			\$16.32		\$16.81		\$17.31	\$17.36
	450 hrs			\$17.55		\$18.08		\$18.62	\$18.67
	1 Yr			\$18.83		\$19.39		\$19.97	\$20.02
	2 Yrs			\$21.09		\$21.72		\$22.37	\$22.42

Dietary Aides who perform cooking duties will be paid a premium of twenty-five cents (\$0.25) per hour for the entire shift during which they perform such duties.

Retroactive pay shall be paid sixty (60) days of ratification.

PSW (HCA) (working in the med room) shall receive a one dollar (\$1.00) premium for all hours worked.

LETTER OF UNDERSTANDING #1 – CALL-IN PROCEDURE

- 1. Call - ins must be filled in order of seniority.
- 2. Put date, and shift you are covering in square at the top of the page starting a fresh column.
- 3. Start with the next person on the list after the last accepted call.
- 4. A person must be passed over on the call-in list if acceptance would place the employee in an overtime position, e.g:
 - a. there is not nine (9) hours between shifts.
 - b. If it means more than ten (10) days would actually be worked in a pay period (whether the person has seventy-five (75) hours or not).

NOTE:

Staff not normally scheduled for ten (10) shifts can work more than ten (10), as long as they do not exceed seventy - five (75) hours, (and also see clauses a) and c).

ii) Floating holidays, stats, vacation days, sick days, bereavement, Workplace Injury/Insurance are NOT CONSIDERED DAYS WORKED.

c. It is more than seven days in a row.

- 5. If the list has been exhausted and the call-in is yet to be filled, employees in a single overtime position should be called in the order they appear on the call-in list, starting where you originally began (in point 3 - of the procedure). Double overtime situations need to be identified, and will be passed over on the call-in list if acceptance would place the employee in a double overtime position. Only after items 4 and 5 have been exhausted as options, will staff, in double overtime status be called to cover the call-in.
- 6. Only after items 4, 5 and 6 have been exhausted as options, will staff be pulled off another shift to cover the call-in. In such an event, the call - in procedure would then be re-started to cover the vacancy created.
- 7. If an employee calls back within fifteen (15) minutes of the original call, and the call-in has been accepted by someone else, the N/A would be changed to C/B (indicating call - back) C/B's will not be used in disciplinary statistics. If call-in is not covered, the N/A becomes either R or A.
- 8. Please use the following short forms:

- R..... Refused
- A Acceptance
- OT Overtime
- DOT..... Double Time
- NA..... No Answer

(Includes answering machines but always leave a message so staff have the chance to call back.

CB Call back
S Sick
W Working

(Applies only to staff who are scheduled during the time of the shift that is being covered).

B Bereavement
WII Workplace Injury/Insurance

FOR STAFF:

If you have any questions or cannot cover the call - in, please call the supervisor.

LETTER OF UNDERSTANDING #2 – LABOUR MANAGEMENT MEETINGS

The parties agree to meet at Labour Management Meetings to discuss occurrences where fewer than the originally scheduled number of employees are available to work.

The parties agree to work cooperatively towards ways to address operational pressures which are created when fewer than the originally scheduled number of employees attend work. All discussions and solutions must be conducted in good faith and on a without prejudice basis. It is agreed the parties may consider solutions including, but not limited to the following:

- Review staffing complements (FT, PT, and casual staff mix)
- Consider alternate scheduling procedures (i.e. extended tours)
- Review the Collective Agreement in good faith to see if there are barriers creating ‘work shift’ issues. If there are any changes to the Collective Agreement agreed to by the local workplace committee they must be approved by the Local Union, National Union and the Employer corporate representatives.
- Review of call-in and replacement procedures used in the workplace.

The parties agree this Letter of Understanding is entered into on a without prejudice or precedent basis, that it does not bind either party and is therefore not a grievance article of the Collective Agreement.

LETTER OF UNDERSTANDING #3 – ACCOMMODATION OF SPIRITUAL OR CULTURAL OBSERVANCES

Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in January of each year for the twelve (12) month period following March 31, identifying the required date they need off.

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the Collective Agreement. A lieu day off will be the substitute day in accordance with Article 11.03.

Honouring such request shall be subject to the operation requirements of the Home. Where a full-time employee is required to work the substitute day, they/them will receive a lieu day off with pay.

LETTER OF UNDERSTANDING #4 – WOMEN’S ADVOCATE

The parties agree that workers who identify as women may need to discuss matters confidentially with other women from time to time. Further, they may also need to find out about specialized resources in the workplace or community such as counsellors or women’s shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize the role of women’s advocate in the workplace. The Women’s Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate and/or Management will make themselves available to female employee’s as needed to discuss problems with them and access local services and supports as required.

The name of the Advocate will be posted on the Union bulletin board. The employer agrees to provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the women’s advocate.

LETTER OF UNDERSTANDING #5 – REGISTERED EMPLOYEES PAID LUNCH

Registered employees designated in charge by the Employer in writing or by way of the schedule, and who are assigned to the overnight shift, shall receive a paid meal break, in representation of their inability to leave the Employer’s premises during their regular working hours.

LETTER OF UNDERSTANDING #6 – PAY EQUITY MAINTENANCE

The Employer and the Union agree to meet within the term of the Collective Agreement to discuss the obligations and responsibility, if any, of maintaining the pay equity plan for all employees represented by the Union employed by the Employer.

LETTER OF UNDERSTANDING #7 – JOINT HEALTH AND SAFETY COMMITTEE

The parties agree that the Joint Health and Safety Committee may discuss matters of Environmental Health and Safety.

LETTER OF UNDERSTANDING #8 – MENTAL HEALTH

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

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

LETTER OF UNDERSTANDING #9 – LABOUR MANAGEMENT MEETING

During the 2023 negotiations, the Company and Union discussed concerns in regards to day to day operations.

The parties agree to meet within ninety (90) days of ratification and discuss the following items that will be added to the Labour Management Meeting agenda:

- Phone premium for RPN'S
- Fifteen (15) minute paid shift overlap for PSW's and RPN's
- Additional Orientation/Training for PSW's and RPN's
- Nurse staffing between 2:00 p.m. and 3:00 p.m.

LETTER OF UNDERSTANDING #10 – RECENT RELATED EXPERIENCE (RPN ONLY)

- a. The Employer will recognize recent related RPN experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid.
- b. Service shall be recognized based on eighteen hundred (1800) hours worked in previous employment equals one (1) year of service.
- c. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a wage rate adjustment. If they fail to make a claim in the specified time period or fail to provide reasonable proof of recent related experience, they shall not be entitled to recognition.
- d. Recent related experience includes recent related RPN experience out of province and out of country.
- e. Within ninety (90) days of the signing of this Letter of Understanding, any current Employee eligible for application of Recent Related Experience shall provide the Employer with reasonable proof of the Employee's nursing service, as described in paragraph (a) and (b) above. Failure to do so, they shall not be entitled to recognition.
- f. The Parties agree and understand that this Letter of Understanding is unique to the current circumstances and hence may be discontinued, as a practice going forward, by the Employer by providing the Union two weeks' notice. For clarity, it is agreed and understood the discontinuation would not affect any current RPNs' wage rates.
- g. The Parties agree that this Letter of Understanding is unique to the current circumstances and is entered into on a without precedent and without prejudice basis.

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