

COLLECTIVE AGREEMENT

Between:

FAIRFIELD PARK

- And -



UNIFOR AND IT'S LOCAL 2458

EFFECTIVE NOVEMBER 1ST, 2022 TO AND INCLUDING OCTOBER 31ST, 2024

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	3
ARTICLE 2 – RECOGNITION	3
ARTICLE 3 – DEFINITIONS.....	4
ARTICLE 4 – MANAGEMENT RIGHTS.....	4
ARTICLE 5 – UNION SECURITY.....	5
ARTICLE 6 – STEWARDS AND NEGOTIATING COMMITTEE	6
ARTICLE 7 – STRIKES AND LOCKOUTS	7
ARTICLE 8 – GRIEVANCE PROCEDURE.....	8
ARTICLE 9 – ARBITRATION	10
ARTICLE 10 – SENIORITY	11
ARTICLE 11 – LAYOFF AND RECALL	12
ARTICLE 12 – JOB POSTING	14
ARTICLE 13 – LEAVE OF ABSENCE	15
ARTICLE 14 – COMPASSIONATE LEAVE.....	16
ARTICLE 15 – BULLETIN BOARDS	17
ARTICLE 16 – LUNCH AND BREAK PERIODS	17
ARTICLE 17 – HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS	17
ARTICLE 18 – WAGES AND PAY PERIODS.....	19
ARTICLE 19 – PAID HOLIDAYS	20
ARTICLE 20 – VACATIONS	22
ARTICLE 21 – EMPLOYEE BENEFITS.....	24
ARTICLE 22 – SICK LEAVE	27
ARTICLE 23 – TERM OF AGREEMENT	28
ARTICLE 24 – CONTRACTING OUT	29
ARTICLE 25 – SPECIAL DUES ASSESSMENT	29
ARTICLE 26 – SHIFT DIFFERENTIAL.....	29
ARTICLE 27 – HEALTH, SAFETY & ENVIRONMENT	30
ARTICLE 28 – ABUSE.....	33
ARTICLE 29 – MANDATORY TRAINING.....	34
SCHEDULE “A” – WAGE RATES.....	35
LETTER OF UNDERSTANDING #2 – RE: EXCHANGE OF SHIFTS	36
LETTER OF UNDERSTANDING #3 – RE: EMPLOYEE FILES.....	37
LETTER OF UNDERSTANDING #4 – RE: SHIFT GIVEAWAY PROCEDURE	37
LETTER OF UNDERSTANDING #5 – RE: DISCIPLINE POLICY.....	38
LETTER OF UNDERSTANDING #6 – RE: VIOLENCE AGAINST WOMEN	38
LETTER OF UNDERSTANDING #7 – RE: NO DISCRIMINATION/HARASSMENT	38
LETTER OF UNDERSTANDING #8 - RE: CALL-IN PROCEDURE	41
LETTER OF UNDERSTANDING #9 – RE: CMI	43
LETTER OF UNDERSTANDING #10 – RE: ESTOPPEL.....	43
LETTER OF UNDERSTANDING #11 – RE: ARTICLE 19.....	43
LETTER OF UNDERSTANDING #12 – RE: PART TIME SENIORITY ACCRUAL.....	43
LETTER OF UNDERSTANDING #13 – RE: WORKING SHORT	44
LETTER OF UNDERSTANDING #14 – RE: REGARDING POLICY.....	44
LETTER OF UNDERSTANDING #15 – PAY EQUITY	45
LETTER OF UNDERSTANDING #16 – RE: HEALTH AND SAFETY/MENTAL HEALTH.....	45
LETTER OF UNDERSTANDING #17 – RE: DIVERSITY AND INCLUSION	45

COLLECTIVE AGREEMENT

-BETWEEN-

FAIRFIELD PARK, WALLACEBURG, ONTARIO
(herein after referred to as 'the Employer')

-AND-

UNIFOR, LOCAL 2458
(herein after referred to as 'the Union')

FULL-TIME AND PART-TIME UNIT

PREAMBLE:

Whereas the Union was certified by the Ontario Labour Relations Board on February 23rd, 2001 as the bargaining agent of all employees of the Lapointe-Fisher Nursing Home Limited carrying on business as Fairfield Park Long Term Care Facility at Wallaceburg in the Municipality of Chatham-Kent, save and except professional medical staff, registered and graduate nurses, supervisors, persons above the rank of supervisor, office staff and paramedical personnel.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 This Agreement is undertaken to establish satisfactory relations between the Employer and its employees employed within the bargaining unit described in Article 2.01 of this Agreement, to secure prompt and equitable disposition of grievances, and to maintain satisfactory hours, wages, and working conditions for such employees.

ARTICLE 2 – RECOGNITION

2.01 The employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the certificate issued by the Ontario Labour Relations Board on February 23rd, 2001 as specified in the Preamble to this Agreement, and undertakes that it will not enter into any other Agreement or contract with the employees described in the above recited bargaining unit either individually or collectively, which will conflict with any of the provisions of this Agreement.

2.02 For the term of this Agreement; where the current ownership of LaPointe-Fisher Nursing Home Limited, carrying on business as Fairfield Park, transfers the existing ninety-nine (99) bed licence within the boundaries of Chatham-Kent, they shall recognize Unifor as bargaining agent for bargaining-unit employees at the relocated facility and shall be bound by the provisions of the collective agreement and shall retain or offer employment to all employees of the bargaining unit.

- 2.03 Supervisory personnel are for the purpose of carrying out supervisory functions and are not expected to displace employees covered by this Agreement.

ARTICLE 3 – DEFINITIONS

- 3.01 The term “employee” when used in this Agreement shall mean a person employed by the Employer within the bargaining unit described in Article 2.01 of this Agreement.
- 3.02 The term “probationary employee” when used in this Agreement shall mean an employee who has not completed her probationary period and who has not acquired seniority as provided in this Agreement.
- 3.03 The term “part-time employee” when used in this Agreement shall mean an employee who regularly works 24 hours or less per week, exclusive of the daily lunch period.
- 3.04 The term “full-time employee” when used in this Agreement shall mean an employee who regularly works more than 24 hours per week, exclusive of the daily lunch period.
- 3.05 The term “Chairperson, Steward, or a Committeeperson” when used in this Agreement shall mean an employee who has been elected, appointed or otherwise selected as such as provided in this Agreement.
- 3.06 The term “Student employee” when used in this Agreement shall mean an employee who is regularly in full-time attendance (60% of a full course load) at an educational institution and available to work any days (Monday to Friday and weekends) throughout the school year. Student employees will normally be assigned short shifts except in cases of emergency.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that, subject to the express provisions of this Agreement, it is the exclusive function of the Employer to operate and manage its business in all respects and, without limiting the generality of the foregoing:
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the nursing home;
 - (b) To maintain order, discipline and efficiency;
 - (c) To direct the working force, including the right to hire, rehire, transfer, promote, demote, classify, lay-off, recall, suspend, schedule work, assign work, discipline, and discharge provided that an allegation by an employee that she has been unjustly dealt with in respect to the preceding items listed in 4.01 (c), may be subject to the grievance and arbitration procedures as hereinafter provided;

- (d) To establish, alter and generally enforce rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent with this collective agreement, and;
- (e) To determine the kinds and locations of machines and equipment to be used and all other matters concerning the operations of the Employer not otherwise specifically dealt with elsewhere in this Agreement, provided that such determinations are not inconsistent with the collective agreement.

4.02 The Union agrees that there shall be no Union activity on the Employer's premises except with the express permission of the Administrator, unless otherwise provided in this Agreement.

ARTICLE 5 – UNION SECURITY

- 5.01 The Employer shall deduct from each person within the Bargaining Unit, from the first pay in each calendar month, the monthly dues as authorized, in writing, by the Union. It shall be a condition of employment or continued employment that all such persons shall sign an authorization card to have such Union dues and/or fees deducted from their wages and remitted to the Union.
- 5.02 The Employer shall deduct from the wages of such persons the regular monthly dues and/or fees as certified by the Union, in writing, from time to time. Such deductions shall be made from the first pay in each calendar month.
- 5.03 Such monthly dues and/or fees as certified in writing by the Union shall be remitted to the Union by the 15th of the following month. The dues and/or fees shall be accompanied with the following information:
 - (a) The amount of dues deducted from each person within the Bargaining Unit.
 - (b) Whether the deductions are made from a full-time or part-time employee.
 - (c) If dues are deducted from a part-time employee, the number of hours such employee has worked during the previous month.
 - (d) If deductions are not made from any person within the Bargaining Unit, the reasons why such deductions were not made (e.g. leave of absence).
- 5.04 The Employer agrees to furnish the Union monthly with the names of all new employees hired during each current month and any employees who terminated employment. In addition, the Chairperson of the Union shall receive a copy of this list of new employees, addresses and phone numbers.
- 5.05 The Employer agrees that the full annual amount of dues paid by each employee shall be shown on such employee's T4 slip.

- 5.06 The Union agrees to save the Employer harmless with respect to such dues and/or fees deducted as herein specified in writing by the Union from time to time.
- 5.07 It is mutually agreed that arrangements will be made for a representative of the Union to interview each new employee hired within the bargaining unit. Such interviews shall take place within two (2) weeks following the completion of the probationary period. Such an interview shall not exceed fifteen (15) minutes in duration, for each such employee. The employer shall advise the Union monthly of the names of the employees to be interviewed and the time and location of the interview shall be mutually agreed to between the parties.

ARTICLE 6 – STEWARDS AND NEGOTIATING COMMITTEE

- 6.01 The employer acknowledges the right of the Union to appoint, elect or otherwise select three (3) committeepersons and one (1) chairperson. Each committeeperson and chairperson shall be seniority employees of the Employer.

Subject to Article 8.08 hereof, the employer will recognize and deal with such committeepersons and chairperson regarding any matters which arise from the interpretation, application or administration of the Agreement.

- 6.02 (a) The Employer will recognize a negotiating committee comprised of the two (2) committeepersons and one (1) chairperson as in 6.01 above. The purpose of the negotiating committee shall be to negotiate with the Employer for a renewal of the Collective Agreement as hereinafter provided, and the Employer will meet and negotiate with the negotiating committee and representative of the Union for this purpose.

Committeepersons and chairpersons will have a choice of replacing either the scheduled shift before or after, but contiguous to a scheduled JLM meeting or Collective Agreement Negotiation session, where the scheduled shift is a night shift defined as commencing at 23:00 hours.

- (b) The Employer will pay the regular rate of pay for no more than three (3) employee members of the negotiating committee for all regularly scheduled working hours lost due to attending negotiations of this Agreement or its successor, only including all conciliation proceedings, but excluding any arbitration proceedings.

- 6.03 The Employer agrees that stewards shall have the right to have the assistance of a Union representative when dealing with grievances as hereinafter provided.

- 6.04 It is acknowledged, understood, and agreed that Stewards have their regular duties to perform as employees of the Employer. Stewards shall not leave their regular duties without receiving permission from their immediate supervisor and they will report to their immediate supervisor upon their return. The immediate supervisor shall not unreasonably refuse to grant a steward permission to leave his/her regular duties for a reasonable length of time in order to perform any of the duties required

to be performed by a steward under this Agreement. In accordance with this understanding, stewards shall not suffer loss of pay while dealing with grievances as hereinafter provided, however, the Employer shall pay for only one (1) steward at any such arbitration hearing. No steward will be paid by the Employer for time spent on such matters outside the regular working hours.

6.05 The Union will inform and keep the Employer informed in writing of the names committeepersons, chairperson and stewards.

6.06 Where there are matters of mutual concern and interest that could be beneficial if discussed at a Labour-Management committee meeting during the term of this Agreement, the following shall apply:

- 1) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least two (2) weeks prior to the date proposed, accompanied by an agenda of matters proposed to be discussed. Items not listed on the agenda will not be discussed at the arranged meeting.
- 2) A representative attending such meetings shall not suffer loss of wages from regularly scheduled hours. Where such representative(s) are required to stay past the end of their regularly scheduled shift, they shall be reimbursed for such time at straight time. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed. A representative of the Unifor National and/or Local 2458 may attend as a representative of the Union.

Workload is a suitable subject for discussion at the Labour-Management Committee meetings.

6.07 The Employer agrees to provide four (4) hours per month for the Union Chairperson (or an alternate Steward, but not both) to conduct her Union business during working hours. Such accommodation shall be subject to approval by the Administrator, whose approval shall not be unreasonably denied.

ARTICLE 7 – STRIKES AND LOCKOUTS

7.01 The Union will not cause or permit its members, nor will any of the members of the Union take part in any sit down, stay in, or slow down on the premises of the Employer and the Union will not cause, or permit its members to cause nor, will any members of the Union take part in a strike or stoppage of any of the Employer's operations.

7.02 The Employer will not cause or sanction a lockout.

7.03 The meaning of the word "strike" and "lockout" as used in this Article shall be as defined in the Labour Relations Act of Ontario.

7.04 The foregoing sub-articles shall be read subject to and in accordance with, the provisions of the Labour Relations Act of Ontario and the Hospital Labour Disputes Arbitration Act of Ontario.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 (a) It is the mutual desire of the Employer and Union that all complaints and grievances shall be adjusted as quickly as possible and processed in the manner hereinafter laid down in this Article and in Article 9 of this Agreement.
- (b) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (c) Any time limit referred to in this Article and/or Article 9 of this Agreement within which any procedure is required to be taken or within which any decision is required to be delivered or within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays and paid holidays as defined in this Agreement.
- 8.02 The Parties agree that reasonable efforts ought to be made to resolve complaints informally before resorting to the formal grievance procedure. Accordingly, before a complaint is reduced to writing, any employee who has a complaint may, with the presence of a committee person if desired, discuss the matter with her Manager within five (5) working days after the employee knows or ought to have known of the circumstances giving rise to the complaint. The Manager shall give a verbal response to the employee or union representative within five (5) working days of receiving the complaint.

Step 1

Should the complaint remain unresolved, the employee and committee person may submit a written grievance signed by the employee to her Manager within five (5) working days from the time the verbal response was received. The grievance shall identify the nature of the grievance and the remedy sought. The Manager will deliver her decision, in writing, within five (5) working days following the day on which the grievance was presented to her.

Step 2

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

8.03 **Group Grievance**

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

8.04 **Policy Grievance**

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

8.05 Any step of the Grievance procedure may be waived by mutual agreement, in writing, between the Employer and the Union.

8.06 Agreements arrived at between the Employer and the Union concerning the disposition of any specific individual, group or policy grievance shall be reduced to writing and shall be final and binding upon the Employer, the Union and the employee(s) involved.

8.07 The time limits specified in both the Grievance and Arbitration Procedure may be extended by consent, in writing, between the parties.

8.08 **Discharge Grievance**

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

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

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

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

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

The parties shall agree on a mediator.

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

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

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

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

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

ARTICLE 9 – ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration as provided under Article 8, the request shall be made in writing to the other party to this Agreement within ten (10) days after the expiration of the grievance procedure.
- 9.02 The arbitration request referred to in Article 9.01 shall contain a list of three (3) suggested arbitrators. The recipient of the list may accept one (1) of the three (3) arbitrators or in turn may submit their own list of three (3) suggested arbitrators within five (5) regular working days thereafter. If the parties fail to agree on the selection of an arbitrator, the matter may be referred to the Minister of Labour who shall appoint an arbitrator.
- 9.03 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties, and upon any employee or employees affected by it.
- 9.04 The Arbitrator shall not have the authority to alter, add to, subtract from, modify or amend any of the provisions of this agreement or to substitute any of the new provisions for the existing provisions, or to make any decision inconsistent with the terms and provisions of this agreement. Subject to the foregoing the Arbitrator shall have authority only to settle disputes under the terms of this Agreement. The Arbitrator may make such decision as it may, in circumstances, deem just and equitable, and may vary and set aside any penalty or discipline imposed by the Employer relating to the grievance in question.

- 9.05 The billed expenses of the Arbitrator shall be shared equally by both parties.
- 9.06 No person may act as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 9.07 Notwithstanding the previous clauses, and in accordance with Section 49 of the Ontario Labour Relations Act, as amended, either party may request the appointment of a sole arbitrator.
- 9.08 Employees whose attendance is required at arbitration hearings shall receive permission to be absent from work. Time spent by such employees at arbitration proceedings shall be considered time worked for seniority rights purposes. The Chairperson shall not suffer any loss of pay for regularly scheduled work while she/he is in attendance at such hearings.

ARTICLE 10 – SENIORITY

- 10.01 All seniority rights of employees covered by this agreement shall be established after a probationary period of four hundred fifty hours (450) worked and shall date from the time any such employee last entered the employment of the employer. Where there is mutual approval of the Employer and the Union, such probationary period may be extended by mutual agreement between the Employer and the Union Committee.
- 10.02 It is a condition of this agreement that the discharge or lay-off of a probationary employee during the probationary period shall not be subject of a grievance herein.
- 10.03 All calculations involving seniority shall accumulate on the basis of hours since last date of hire. Hours for the purpose of accumulation of seniority shall include the following:
- (i) hours worked and paid for by the Employer, hours not worked and paid for by the Employer.
 - (ii) subject to Article 10.04, the number of hours normally scheduled by the employer but not worked by the employee due to:
 - (a) illness or injury
 - (b) absence covered by Workplace Safety & Insurance Board
 - (c) approved leave of absence
 - (d) maternity leave as approved under Article 13.04.
- 10.04 The seniority and employment of an employee shall terminate if:
- (a) The employee resigns, retires, or quits;

- (b) The employee is discharged and is not reinstated pursuant to the grievance or arbitration procedures as provided in this Agreement.
- (c) The employee is laid off for a period in excess of thirty-six months;
- (d) The employee is absent from work for three (3) working days without satisfactory reason, or without notifying the Employer. On the 2nd day the Employer will notify a Union committeeperson or chairperson that if employee does not contact Company they may be terminated;
- (e) The employee fails to report for work as scheduled upon termination of leave of absence, vacation, suspension or maternity leave without satisfactory reason, or without notifying the Employer unless such was not reasonably possible;
- (f) An employee fails to notify the Employer of his/her intention to return to work within five (5) calendar days following a lay-off, after being notified by registered mail to do so unless such was not reasonably possible, or fails to return to work as scheduled following receipt of notice to do so.

10.05 The Employer agrees to provide the Union with a seniority list of all employees in the bargaining unit on January 15th, and July 15th. The seniority list shall include the date of hire, the institution wide and departmental seniority as defined herein expressed in years and hours on the basis of 1800 hours being equal to one (1) year seniority. A copy of the seniority list will be posted on the bulletin board. Any discrepancy must be reported to the Employer within thirty (30) days of such list being posted on the bulletin board, otherwise the seniority list shall be deemed accurate as of the date of preparation.

ARTICLE 11 – LAYOFF AND RECALL

11.01 Each employee shall be classified as a member of one of the following departments:

- (a) Nursing Department (including RPNs, Nurses Aides)
- (b) Housekeeping Department (including Housekeeping Aides and Laundry Aides)
- (c) Dietary Department (including Cooks and Dietary Aides)
- (d) Activity Department.

11.02 In the event of a lay-off employees shall be laid-off in reverse order of their departmental seniority. Probationary employees shall be laid off first within the classification being reduced. Then the following procedure shall apply in the event of further lay-off or recalls:

- (a) The department and the classification within such department in which the lay-off is to occur will be identified. The Employer shall notify the Chairperson and the Union at least 14 calendar days prior to the effective date of such lay-off or

award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice or pay in lieu thereof shall be given to employees affected by such lay-off.

In the case of an emergency beyond the control of the employer (e.g. Fire, flood and similar disasters) the notice required to be given and the pay in lieu thereof shall be waived.

- (b) The employer agrees to meet with the Union upon request during the period of notice to review the reasons and method of implementation of the lay-off. The parties agree that, in the event of a proposed layoff of a long-term or permanent nature, prior to issuing any lay-off notices, the parties will meet to consider alternative measures.
- (c)
 - 1. Employees affected by such lay-off shall have the right to bump to a classification of equal or lower ones provided that the employee he or she seeks to replace has a lower seniority and provided further that the laid off employee is able to perform the work of the person he/she seeks to replace.
 - 2. An employee who has been bumped from his/her classification in accordance with the foregoing may displace another employee (including a probationary employee) who is employed in another department provided:
 - (i) He/she has more institutional seniority than the employee he/she seeks to displace, and
 - (ii) He/she has the qualifications, experience and ability to perform the requirements of the job of the employee he/she seeks to replace.
 - (iii) Or accept the lay-off but in such an event the Employer shall give the employee a written lay-off notice.
 - (iv) When the previous job becomes available he/she shall be entitled to return to his/her former job.
- (d) Employees shall be recalled in order of their classification seniority, where jobs become available.

The Employer shall give notice of recall by registered mail to the Employee's last address on the Employer's records.
- (e) The employer shall continue to pay all health and welfare plans for the employees on lay-off to the end of the calendar month in which the lay-off occurs.
- (f) No new employees shall be hired until those laid off have been given the opportunity of recall; provided the employee(s) on lay-off are qualified and willing to do the work available.

ARTICLE 12 – JOB POSTING

- 12.01 When a permanent vacancy or new job occurs within the Bargaining Unit, the Employer agrees to post such vacancy or new job on the bulletin board for a period of seven (7) calendar days setting forth the classification, rate of pay, department, shifts, effective date and the normal qualifications required for such job. All applications to fill such vacancies or new jobs must be in writing.
- 12.02 In filling the initial vacancy or new job, the employer shall award the position within seven (7) calendar days of the posting from applications received on the basis of seniority and ability to perform the work after being given familiarization with the job, if required. This initial vacancy or new job will be effective on the next schedule to be posted. All seniority shall be carried forward with the employee filling the vacancy.
- 12.03 The Employer may temporarily fill the posted vacancy, while observing the procedures set forth above.
- 12.04 If no applications are received for such vacancy or if none of the applicants are awarded the posted job, the Employer may take such other steps as it deems necessary to fill the vacancy, provided such steps are not inconsistent with this agreement.
- 12.05 Where an applicant is awarded a vacancy or a new job in accordance with the provisions of Articles 12.01 and 12.02, and any additional vacancies created by the awarding of such vacancy constituting full time employment in accordance with Article 3.04 shall be posted. Where additional vacancies do not constitute full time employment they shall be assigned to employees willing to fill such vacancies.
- 12.06 A successful applicant transferred to another work classification or to another shift rotation (i.e. days, evenings, nights) within the same work classification, pursuant to this Article shall be given thirty (30) working days trial period and if at the end of thirty (30) working days, or six (6) calendar months, whichever comes first, the Employer does not consider the employee to be capable of performing satisfactorily or if the employee does not wish to continue with the new position, the employee will be transferred to the last position held by her without loss of seniority.

An employee who fails to complete the trial period within the six (6) month time frame for medical reasons, injury, WSIB, or Pregnancy or Parental Leave shall be given a choice of whether she wishes to retain her former position or confirm her remaining in the position in which she was serving the trial (in which case she will no longer be entitled to return to her former position). The only exception to this rule will occur when an employee is incapable of making a decision due to bona fide medical reasons. In such a case the employee will be granted an extension of up to a further six (6) months to provide a decision. Where no decision is provided after a period of twelve (12) months the employee will simply revert to her former position.

12.07 A temporary vacancy is a vacancy created by an employees' absence due to maternity leave, compensable or non-compensable illness or injury, or any other leave of absence expected to exceed six (6) weeks. Such vacancy shall be posted and filled in accordance with Articles 12.01 to 12.05; provided further that any successful applicant must be in the same classification as the employee who created the vacancy. Where such vacancy is known to be of a duration greater than three (3) calendar months, all applicants will be considered.

Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain her part-time status during the temporary full-time period. Part-time employees who fill temporary full-time positions shall continue to be treated for as part-time employees, unless specified otherwise in the agreement. However, if the part-time employee continues in the temporary position for one (1) year or more, and is receiving money in lieu of benefits, the part-time employee will be enrolled in the premium based benefits (as defined in the CBA) and the money in lieu ceases. The "waiting period" for eligibility for benefits will be deemed to have been served.

Applicants will not be considered for Temporary Job Postings where the result would be a Full Time employee moving into a Temporary Part Time position.

12.08 All copies of job postings shall be given to the unit chairperson prior to the job posting. A list of the successful candidates shall also be provided to the unit chairperson.

12.09 Regular employees may advise the Employer in writing of their interest in moving to casual status. When it is possible to accommodate this request the employee will transfer to casual status with her full seniority and service. It is further understood that an employee transferring to casual status will not serve a trial period and will have no right to return to former status as set out in Article 12.06.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 The employer may grant leave of absence without pay upon receiving a written request four (4) weeks prior to the intended commencement of such leave indicating the reason for such request and the proposed date of return. In the event of an emergency the four (4) week notice period referred to herein shall be waived at the discretion of the Employer. The Employer shall continue to pay the employee's portion of all health and welfare plans on behalf of an employee granted such leave to the end of the calendar month in which the leave commenced.

If the leave of absence exceeds the period of coverage paid for by the Employer, coverage may be continued if the Employee so elects, provided he/she pays the total cost of the premiums to the Employer for each monthly period not covered by the Employer.

Personal leaves of absence will not normally be granted during July, August, and the period December 20th to January 3rd.

- 13.02 The Employer shall grant a leave of absence without pay and without loss of seniority rights to up to three (3) employees at any one time, selected, elected or otherwise appointed to attend Union conventions or seminars; provided such request does not unduly affect the operation of the Employer, in the opinion of the Employer's Administrator. The Union agrees to give at least two (2) weeks written notice of such leave and all leave for all employees shall not exceed an accumulated total of thirty (30) days in any calendar year. The Employer will continue the employees on payroll and bill the Union for the individual's benefit costs under Article 21 plus all statutory benefits, prorated for the actual days of the leave.

Union Office Leave: Upon application by the Union in writing, the Employer will give reasonable consideration, without pay, to an employee elected or appointed to full-time Union Office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave if granted, shall be for a period of three (3) calendar years from the date of the appointment unless extended a further specific period by agreement of the parties. Seniority shall accumulate during such leave. It will become the responsibility of the employee for full payment, one month in advance of any applicable benefits in which the employee is eligible to participate and does participate in during such a leave of absence. It is agreed that for the purpose of Workplace Safety and Insurance Act coverage, such employees are deemed to be employed by the Union. Such vacancy will be posted as a temporary vacancy.

- 13.03 An employee shall be entitled to one paid holiday which may fall during an authorized leave of absence provided that such employee worked a minimum of ten (10) shifts in the 28 calendar day period preceding the holiday, and returns to work as scheduled.

- 13.04 **PREGNANCY AND PARENTAL LEAVE**
Employees may be eligible to receive pregnancy/parental leave in accordance with the provisions of the Employment Standards Act of Ontario.

- 13.05 **JURY DUTY**
If any employee is required to serve as a juror or is subpoenaed as a witness, in a trial through the Provincial or Federal Criminal Court System, the Employer agrees to pay to the employee the difference between the money received for acting as a juror or witness and the money the employee should have received if he/she had worked a normal shift.

ARTICLE 14 – COMPASSIONATE LEAVE

- 14.01 Where a death occurs in the immediate family of an employee who has completed the probationary period, the employee shall be granted leave of absence for four (4) regularly scheduled workdays, ending with the day after the day of the funeral,

without loss of wages. For this purpose, "immediate family" shall be defined as spouse (including same-sex partner), son and daughter (including stepchildren).

- 14.02 Where a death occurs in the immediate family of an employee who has completed the probationary period, and such immediate family is defined as mother, father, brother, sister, in-laws (relative to immediate family), step-parent (relative to immediate family), grandparents and grandchildren; the employee shall be granted leave of absence for three (3) regularly scheduled workdays, ending with the day after the day of the funeral, without loss of wages.
- 14.03 In the case of death of an aunt, uncle, niece and nephew, an employee who has completed probation shall be granted leave on the day of the funeral without loss of wages.
- 14.04 Where a death has occurred in the immediate family while the employee is on vacation, she/he is entitled to request to have her/his vacation days rescheduled at a mutually agreeable time to a maximum of three (3) or four (4) days.

ARTICLE 15 – BULLETIN BOARDS

- 15.01 The employer agrees to provide a bulletin board for posting of Union notices and notices as required by this Agreement. All such notices shall be submitted to the Administrator for approval prior to posting, and approval shall not be unreasonably withheld.

ARTICLE 16 – LUNCH AND BREAK PERIODS

- 16.01 Employees shall receive at least one-half (1/2) hour for lunch during each shift without pay, and a paid fifteen (15) minute break period in each shift. Where an employee works at least seven and one-half (7½) hours per shift, there shall be one (1) fifteen (15) minute break in each half of such shift worked.

ARTICLE 17 – HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

- 17.01 The Employer shall pay overtime at the rate of one and one-half (1 ½) times the normal rate of pay for all hours worked in excess of seven and one-half (7 ½) hours per day or seventy-five (75) hours in a bi-weekly pay period, exclusive of meal periods, with the exception of the laundry aids and cooks who would be paid at the rate of one and one-half (1 ½) times the normal rate of pay for all hours worked in excess of eight (8) hours per day or eighty (80) hours in a bi-weekly period, exclusive of meal periods.
- 17.02 There shall be no pyramiding of overtime and/or premium pay under the terms of this agreement.
- 17.03 Employees shall not be required to take time off during regular hours in lieu of overtime worked, unless such is mutually agreeable to the Employer and the employee concerned.

- 17.04 (a) An employee who reports for work at the starting time of a scheduled shift, and who has not been advised at least four (4) hours in advance that he/she should not report, shall be given a minimum of four (4) hours of any work within his/her classification, or four (4) hours of pay in lieu if no work is available, at the employee's regular rate of pay, unless the employee would otherwise qualify for overtime payment. The Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a telephone number which may be used by the Employer to give notice, or in the case of fire, power failure, or circumstances beyond reasonable control of the Employer, nor shall it apply to employees returning to work without notice after unscheduled absence.
- (b) Except for scheduling special events in Activities and/or emergencies beyond the control of the Employer, posted shifts for employees shall provide for a minimum of four (4) hours worked.
- 17.05 Those employees working eleven (11) p.m. to seven (7) a.m. shift when the change from daylight savings to standard time, or vice versa, occurs shall be paid straight time for the exact number of hours worked during the shift.
- 17.06 Employees who are required to work on a higher rated job shall be paid the higher rate of pay of such classification for all time so worked in the higher classification.
- 17.07 The Employer agrees that working schedules shall be posted at least two (2) weeks in advance of the effective date of the schedule.
- 17.08 The Employer will arrange shift schedules so that full-time employees will receive one (1) weekend off in two (2) and part-time employees will receive one (1) weekend off in three (3). "Weekend" shall include Saturdays and Sundays only. This provision shall not apply to employees working weekends at their own request.
- 17.09 (a) Every day off shall mean a period of twenty-four (24) hours commencing from the starting time of his/her normal work shift.
- (b) There shall normally be a minimum of sixteen (16) hours off between regularly scheduled shifts of work except as may otherwise be mutually agreed between the Employer and the Union. Overtime rate shall be paid whenever such time off is not adhered to.
- 17.10 **Christmas/New Years Scheduling**
- (a) The Employer will schedule a minimum of three (3) days off for each full-time employee at either Christmas or New Year's Day of the following year and endeavour to do the same for part-time employees. For this purpose the regular schedule will be suspended from December 15th of any year to January 15th of the following year.
- Annual vacation will not normally be granted during the period December 20th to January 3rd.

Employees off on December 25th and/or January 1st shall not be scheduled to start work at or after 6:00 a.m. the day before.

(b) The Christmas schedule shall be posted at least four (4) weeks in advance of the effective date of the schedule.

(c) Vacations may be requested and granted during the period December 15th in a year through January 15th of the subsequent year (Christmas Holiday Schedule) in accordance with:

- i) Staffing in accordance with efficient operation of the Employer
- ii) Ultimately approved by the Administrator
- iii) Must be applied for prior to the posting of the Christmas Schedule, in writing, must apply to only one (1) of the 3 day periods during such holiday schedule and such employees must be available for the entire 3 day period not requested.
- iv) Where multiple applications are received, classification seniority shall apply.

17.11 The Employer agrees to allow employees to change shifts (both hours of work and days off) among themselves provided such changes have been approved by their supervisor(s), in writing, at least twenty-four (24) hours in advance and such notification will be signed by both employees affected. Supervisory approval will not be unreasonably withheld. If overtime is involved as a result of such change, it shall be waived for this instance.

17.12 A shift shall be deemed to be entirely within the calendar day in which the majority of the hours fall, regardless of what calendar day the shift commences.

ARTICLE 18 – WAGES AND PAY PERIODS

18.01 The Employer hereby agrees to pay the scale of wages as set out in Schedule “A” attached hereto and which is hereby made part of this Agreement.

18.02 The Employer intends to continue the current method of payment of wages. The Employer also agrees that before any changes are made to the method of payment of wages there will be prior notice and if requested discussion with the Union. However payment will continue on a biweekly basis unless otherwise mutually agreed to by the parties.

18.03 (a) The Employer agrees that all deductions from employees’ pay shall be itemized on the pay stub.

(b) The Employer further agrees to show the amount of Union dues deducted on the employee’s T-4 slip.

(c) Within three (3) pay periods from the date of ratification, the Employer further agrees to show the employee’s vacation accrual on the employee’s pay stub.

18.04 **WAGE PROGRESSION**

Employees within their position classification will progress from the “start rate” to the “one year rate” or proration thereof as reflected in Schedule “A”, and so on, on the basis of 1800 hours worked at the “start rate” to the “one year rate” or proration thereof as reflected in Schedule “A” and so on. (1800 hours equals one (1) year seniority). Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid under the Workplace Safety & Insurance Board shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classification.

ARTICLE 19 – PAID HOLIDAYS

19.01 Employees who have completed their probationary period shall be eligible to receive the following twelve (12) paid holidays:

- (a) **Public Holidays:**
- | | | |
|----------------|------------------|------------|
| New Year’s Day | Canada Day | Labour Day |
| Good Friday | Thanksgiving Day | |
| Victoria Day | Christmas Day | |
- Other Holidays:**
- | | |
|---------------------|-----------------|
| Civic Holiday | Remembrance Day |
| Boxing Day | Family Day |
| Employee’s Birthday | |

(b) Should another Federal, Provincial or Municipal Holiday be proclaimed during the term of this collective agreement, such additional Holiday would replace one of the designated Holidays in the collective agreement.

19.02 In order to qualify for holiday pay, an employee must work his/her normal scheduled shift immediately preceding and immediately following the holiday except if absent due to illness verified by a doctor’s certificate.

19.03 However, when an employee is absent from the preceding and/or following shift due to illness or injury verified when so requested by a medical doctor’s certificate or leave of absence as per Article 13.03, the employee will be eligible for any holiday pay which would otherwise accrue during any one period of illness not exceeding one month.

19.04 In order to qualify for holiday pay, a part-time employee or student must have earned wages (including vacation hours) on at least ten (10) days during the four (4) weeks immediately preceding a paid holiday.

19.05 Employees who qualify for holiday pay shall receive pay (not to exceed seven and one-half (7½) hours) on the basis of the average number of hours per day worked by the employee during the days worked in the thirteen (13) week period immediately preceding the holiday.

- 19.06 If a full-time employee is scheduled to work on a recognized holiday, he/she shall receive one (1) regular day's pay plus one and one-half (1½) times his/her regular rate for all hours worked on such holiday; or he/she may elect to receive one (1) day off in lieu of the holiday pay, to be scheduled by mutual agreement between the parties within thirty (30) days plus one and one-half (1½) times his/her regular rate for all hours worked on the holiday. Failing such mutual agreement the employee shall receive one (1) day's pay, plus one and one-half (1½) times his/her regular rate for all hours worked, as stated above.
- 19.07 A part time employee who is required to work on any of the above-mentioned holidays will, in addition to his/her holiday pay, be paid at the rate of one and one-half (1½) times his/her regular rate of pay for all hours worked.
- 19.08 A student employee who is required to work on any of the above-mentioned holidays will, in addition to his/her holiday pay, be paid at the rate of one and one-half (1½) times his/her regular rate of pay for all hours worked.
- 19.09 In the event that one of the above-named holidays fall on an employee's regular day off, or during his/her vacation period such holiday will be rescheduled by the Employer unless otherwise agreed between the employee and the Employer.
- 19.10 An employee scheduled to work on a holiday who does not report for work shall forfeit his/her holiday pay unless such absence is due to illness or injury verified when so requested by a medical certificate.
- 19.11 The parties agree that the following apply in respect of the Paid Holiday that falls on the Employees' birthday under Article 19.01:
- (a) All employees shall be scheduled to have their birthday off and will be paid in accordance with the provisions of Article 19, except as otherwise specified herein.
 - (b) Employees who request to work their birthday shall be permitted to do so. The request to work must be made at least four weeks in advance of the date of the employees' birthday. Employees that request to work their birthday shall not be entitled to the premium payments for time worked found in Articles 19.06, 19.07 or 19.08. Instead, such employees shall be compensated at straight-time rates for all time worked on their birthday, in addition to their holiday pay.
 - (c) Employees are requested to check the posted schedules in order to determine that they have been properly scheduled on their Birthday Paid Holiday.
 - (d) In the event that an employee's birthday falls on the same day as another paid holiday under the provisions of Article 19.01, the other paid holiday shall be rescheduled to another date, by mutual agreement.
 - (e) In the event that an employee's birthday falls on February 29th, the Birthday Paid Holiday shall be scheduled for February 28th in those years in which there is not a February 29th.

(f) In the event that an employee's birthday falls on an employee's regular day off or during his/her vacation, the provisions of Article 19.09 shall apply.

ARTICLE 20 – VACATIONS

20.01 For the purpose of calculating eligibility, the vacation year shall be the period from June 1st of any year to May 31st of the following year. Employees will be granted time off with pay as vacation based on the number of years of service completed by May 31st of the year.

Vacations will be granted and vacation pay will be paid in accordance with the following schedule:

YRS OF SERVICE BY MAY 31st OF THE VACATION YEAR	VACATION TIME OFF ALLOWED	PAY FOR VACATION TIME OFF
Less than one (1) year	one (1) day per month to a maximum of ten (10) days	4% of earnings up to May 31 st
One (1) year but less than three (3) years	two (2) weeks	4% of earnings in the 12 months to May 31 st
Three (3) years but less than seven (7) years	three (3) weeks	6% of earnings in the 12 months to May 31 st
Seven (7) years but less than fifteen (15) years	four (4) weeks	8% of earnings in the 12 months to May 31 st
Fifteen (15) years but less than twenty (20) years	five (5) weeks	10% of earnings in the 12 months to May 31 st
Twenty (20) years but less than twenty-three (23) years	six (6) weeks	10% of earnings in the 12 months to May 31 st
Twenty-three (23) years but less than twenty-eight (28) years	six (6) weeks	12% of earnings in the 12 months to May 31 st
Twenty-eight (28) years	seven (7) weeks	14% of earnings in the 12 months to May 31 st
EFFECTIVE 2016		
Twenty (20) years but less than twenty-two (22) years	six (6) weeks	10% of earnings in the 12 months to May 31 st
Twenty-two (22) years but less than twenty-eight (28) years	six (6) weeks	12% of earnings in the 12 months to May 31 st

- 20.02 (a) Vacation pay will be calculated as a percentage of gross earnings in the 12-month period June 1st to May 31st and will be paid to employees in June of each year.
- (b) Notwithstanding (a); accrued vacation pay shall be paid to employees who are on approved vacation, based upon the lesser of:
- (i) total vacation pay accrued at the time vacation is requested, and
 - (ii) regular wages for the vacation taken upon one (1) month notice prior to the time of vacation.
- (c) For those employees who opted to receive vacation pay when they take vacation, any outstanding vacation money at the end of the vacation year shall be paid in the last payroll in May of each year.
- 20.03 (a) The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home.
- (b) Where an employee requests vacation periods outside the traditional vacation periods of summer and Christmas, the following rules shall apply:
- (i) Approval shall be on a first come first serve basis and not by seniority as defined in Article 20.03 (a).
 - (ii) The Department Head shall approve or deny such requests, having due concern for the proper operation of the Employer, within ten (10) working days of the date of the request.
 - (iii) Where two (2) or more requests for a comparable time frame are received on the same day, then seniority shall prevail.
- 20.04 Vacation schedules will be posted by May 1st each year and shall not be changed except by mutual agreement by the employee concerned and the Employer.
- 20.05 Vacations are not cumulative from year to year and all vacations must be taken within (1) year following the May 31st cut off date. No employee may waive vacation and draw double pay.
- 20.06 Employees who are in receipt of vacation entitlement greater than ten (10) working days annually, shall be allowed to utilize individual vacation days to a maximum of five (5) days in any vacation year. Where such entitlement is four (4) weeks or more, then two (2) weeks/ten (10) days may be taken as individual days.

Employees who have six (6) or more weeks of vacation entitlement will be eligible for fifteen (15) individual days to be used as single days of vacation. It is understood

that these additional five (5) days, over the ten (10) day entitlement preceding, cannot be used on weekends or holidays.

- 20.07 The Employer and the Union agree to meet each year to discuss the vacation schedule entitlement and then again prior to posting of the final schedule.

ARTICLE 21 – EMPLOYEE BENEFITS

- 21.01 (a) The Employer agrees to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer (as defined in Article 21.02) for the following insurance plans:

STANDARD LIFE SCHEDULE OF BENEFITS

As soon as possible following the date of ratification, but no later than September 1st, 2023, the following coverage shall end. Employees on an active LTD claim will remain active until recovery, death or age 65.

LIFE INSURANCE

The Employer agrees to pay one hundred percent (100%) of the billed premium towards twenty-five thousand dollars (\$25,000) of Life Insurance Coverage.

Effective August 1st, 2015 Life Insurance coverage will increase to \$30,000.

EXTENDED HEALTH CARE COVERAGE

The Employer agrees to pay one hundred percent (100%) of the premium towards Extended Health Care Coverage.

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

July 19, 2023, increase the current paramedical (Professional Services) entitlements by fifty dollars (\$50.00).

DENTAL CARE

The Employer agrees to pay one hundred percent (100%) of the billed premium towards Dental Coverage.

It is the intent of the parties that the ODA rate lag by one (1) year each January 1st, effective January 1st, 2009.

VISION PLAN

- (a) Effective date of ratification. The Vision Plan coverage will be two hundred and seventy-five dollars (\$275.00) for each twenty-four (24) months for Eyewear. The Employer will reimburse up seventy-five dollars (\$75.00) for an Eye Exam each twenty-four (24) months, where an invoice is presented to the Employer.

- (b) Except where identified in the body of the Collective Bargaining Agreement, all doctor's notes required by the Employer will be paid for by the Employer

through reimbursement of the employee; upon presentation of proof of payment by the employee.

- 21.02 For the purpose of this Article, Participating Eligible Employees shall be defined as those employees covered by this agreement who satisfy all the following conditions:
- (a) have completed the probationary period
 - (b) are regularly scheduled for more than twenty-four (24) hours per week,
 - (c) are not students as defined under Article 3.06, and
 - (d) satisfy the eligibility requirements of the carrier.

As soon as possible, following July 19, 2023, but no later than September 1st, 2023, the following will be implemented.

- 21.03 The balance of the billed premiums for all the Health and Welfare Benefits described in Article 21.01 above shall be paid by the employee through payroll deduction.

- 21.04 No employer contributions for any of the Health and Welfare benefits described in Article 21.01 above will be made by the Employer for any absence of a participating eligible employee extending past the month in which such absence commenced. Effective the date of ratification this shall be amended to read extending past the month after the month in which such absence commenced.

- 21.05 (a) Where an employee is absent and in receipt of Workers' Safety and Insurance Benefits, the Employer will continue for up to twelve (12) months from the date of the injury, to provide the health and welfare benefits in which the employee is participating at the time of the injury, provided only that the employee pay any premium share required under this agreement.

- 21.05 (b) Where an employee is otherwise absent from the employment and is not being paid by the Employer, benefits will continue, provided the employee pays 100% of the premiums, for a period of twenty-four (24) months.

- 21.05 (c) Employees currently receiving benefits under the policy will have no access to benefits after a period of twenty-four (24) months has elapsed from date October 27th, 2011.

- 21.06 All existing and new participating, eligible employees shall, as a condition of employment, enroll and maintain their enrolment in the Standard Life plans when eligible, in accordance with the terms and conditions of the Plans.

- 21.07 It is understood that the Employer may, at any time substitute another carrier for any Health and Welfare Plan described in Article 21.01 (b), provided the benefits conferred thereby are not materially changed or reduced. The Union will be notified not less than thirty (30) days prior to the implementation of a new carrier and shall be provided with details of the benefit plan from the new carrier.

21.08 Part time employees who have completed probation shall receive six percent (6%) of their applicable straight time hourly rate in lieu of all benefits described in Article 21.01.

A part time employee for this purpose shall be defined as an employee who is regularly scheduled to work twenty-four (24) hours or less per week and is not a student as defined under Article 3.06.

21.09 **UNIFORM ALLOWANCE**

The Uniform allowance shall be sixteen dollars (\$16.00) per month for full time and eleven dollars (\$11.00) per month for part time, and shall be paid on a separate cheque September 30th, and each year thereafter.

21.10 The Nursing Home shall offer a company sponsored registered retirement savings plan for its Employees under the following conditions:

(a) **Plan Name:** Royal Trust Group Registered Retirement Savings Plan.

(b) **CONTRIBUTION LEVELS:** -4% contribution Employee
 -4% contribution Employer

Conditions as per the Royal Trust Group RRSP Plan.

(c) The parties herein agree that the deductions from any pay and matching employer contributions already deducted shall be transferred to the employees' account in accordance with the Royal Trust Group RRSP Plan and that further deductions shall be transferred to the employees' investment option in accordance with the plan.

(d) **ELIGIBILITY**

All full and part time employees who have completed six (6) months of continuous employment with the Employer shall be eligible. Casual employees and Students are not eligible for Pension contribution.

Effective April 1st, 2000, notwithstanding (i) above, where a casual employee is regularly scheduled on an ongoing basis, then such casual employee shall be eligible for payroll pension deduction and matching contribution to an amount determined by applying the contribution level to the regularly scheduled earnings. Students are not eligible for contribution.

Effective May 27th, 2013 the preceding paragraph will no longer apply. As of that date, when a casual employee has been employed for at least two calendar years from her most recent date of hire she will be eligible to participate in the program based on 4% matching contributions on all hours worked. Anyone in the plan as of January 22nd, 2013 will not lose their entitlement to continue participation as a result of this amendment. Students are not eligible for contribution.

- (e) Deductions from pay and matching employer contributions shall be in accordance with (b) above and transferred to the plan in accordance with the provisions of the plan.
- (f) Employees shall be able to make lump sum payments to the plan directly to their account.
- (g) **FUND WITHDRAWAL**
Individual amounts on deposit may be withdrawn by such employees at any time, however, because the purpose of the Plan is to provide for retirement, such employee will not be eligible to participate in the Plan for a period of twelve (12) calendar months from the date of withdrawal. Notwithstanding the above, employees may withdraw amounts for Revenue Canada approved purposes without penalty.

ARTICLE 22 – SICK LEAVE

- 22.01 (a) The employer shall arrange for a Wage Loss Replacement (“The Program”) which provides coverage and income protection to full-time seniority employees in cases of the employee’s disability due to sickness or accident. The employer agrees to pay one hundred percent (100%) of the premium cost of the program.

The program shall be integrated with the benefits to which employees are entitled under the Federal Unemployment Insurance Act in case of the employee’s disability due to sickness or accident. The program, shall provide eligible full-time seniority employees with weekly wage loss payment or benefits in an amount equal to seventy percent (70%) of weekly gross pay to a maximum of four hundred and fifty dollars (\$450.00) per week for a maximum of fifty-two (52) weeks. This fifty-two (52) week period of eligibility shall include the period during which employees receive Unemployment Insurance Benefits which period shall be considered a payment in full the comparable weeks under the program. The program will provide payment to eligible employees on their first (1st) day of an accident, on the first day they are hospitalized and on the further (4th) day of any other disability causing their absence from work.

- (b) By provisions of Sub-Article 22.01 (a), it is the intent of the parties to provide a 1-1-4 Wage Loss Replacement Program for absences from work due to illness, accident and disability:
 - (i) Pursuant to which the program provides coverage commencing on the first (1st) day employees are hospitalized, or the first (1st) day of an accident which causes an employee’s absence from work, and on the fourth (4th) to tenth (10th) day of any illness;
 - (ii) and pursuant to which UI benefits are paid under the Employment Insurance Act for any period after the waiting period during which employees are eligible under that Act;

(iii) pursuant to which coverage under the program resumes after the expiration of such UI benefits until the earlier of:

1. the date the employee returns to work, or;
2. the expiration of the fifty-two (52) week period following the first (1st) day of illness, accident or disability.

(c) The parties agree that eligible employees need not immediately apply for UI benefits in order to receive benefits under the Wage Loss Replacement Program as described herein.

(d) If a disability as established in Sub-Article 22.01 (a) continues beyond the fifty-two (52) week period provided therein, eligible full-time seniority employees will be entitled to extended disability benefits under a disability absence plan. Such benefits will be payable up to twenty-six (26) weeks in an amount equal to seventy percent (70%) of weekly gross pay subject to a maximum of four hundred and fifty dollars (\$450.00) per week.

22.02 Each full time employee as defined under Article 21.02 will be entitled to six (6) sick days with pay per year. For the purpose of this Article, “year” shall be defined as the period September 1st of a year to August 31st of the following year. Pay for sick leave is the sole purpose of protecting eligible employees against loss of income when they are legitimately ill. Sick leave will be paid at an Employee’s current regular rate of pay when an Employee is off sick. Sick days may be accumulated to a maximum of eighteen (18) days.

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

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

ARTICLE 23 – TERM OF AGREEMENT

23.01 This Agreement shall be effective from November 1st, 2022 and shall continue in effect until October 31st, 2024 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date that it desires to amend or revise this agreement. Such notification shall list the subject matter of the proposed amendments or revisions.

23.02 In the event of such notification being given as to the amendment or revision of this agreement, negotiations between the parties shall begin within fifteen (15) days following notification.

23.03 If pursuant to such negotiations, an agreement on the renewal or amendment of this agreement is not reached prior to the current expiration date, this agreement shall be automatically be extended until consummation of a new agreement or completion of the proceedings prescribed under the Labour Relations Act, 1976, of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1970, as amended, whichever should first occur.

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

FAIRFIELD PARK

UNIFOR AND ITS LOCAL 2458

mg/cope343

ARTICLE 24 – CONTRACTING OUT

24.01 The Employer will not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay off of any employees other than casual, part time follows. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

ARTICLE 25 – SPECIAL DUES ASSESSMENT

25.01 The Employer agrees to pay into a special dues fund the amount of two cents (2¢) cents per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by Unifor and shall be utilized by the Union at its discretion.

ARTICLE 26 – SHIFT DIFFERENTIAL

26.01 The Employer shall pay a shift differential of twenty-five cents (25¢) per hour for all hours in a shift, where the majority of hours in that shift fall between the hours of 15:00 to 07:00; to employees defined in Articles 3.03 and 3.04.

26.02 Effective upon ratification, a weekend premium of forty-five (45¢) cents per hour shall be paid to employees working during a forty-eight (48) hour period each

weekend. The forty-eight (48) hour period shall commence with the 23:00 hour shift on Friday night.

- 26.03 Where an RN is absent from her normal shift and there is no other supervisor in the building, the most senior RPN on shift will be paid a responsibility allowance of one dollar (\$1.00) per hour.

ARTICLE 27 – HEALTH, SAFETY & ENVIRONMENT

- 27.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 27.02 A Joint Health and Safety Committee will be established with representation from various bargaining units and employees who are not represented by Unions and who do not exercise managerial functions, and an equal number of Employer Representatives. Unifor will be entitled to one (1) representative for every fifty bargaining unit members in the facility, with a minimum of two (2) representatives. The members of the Committee shall suffer no loss of pay while attending Health and Safety meetings during their regular working hours and further, the Committee shall abide by the Occupational Health and Safety Act of Ontario as amended from time to time.
- 27.03 At no time shall the number of company members be allowed to outnumber the amount of union members.
- 27.04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.
- 27.05 The Committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the Committee may determine.
- 27.06 Without limiting the generality of the foregoing, the Committee shall:
- i) ensure that inspections have been carried out at least once a month by the co-chairs or designate of the workplace and equipment.
 - ii) Make recommendations for the improvement of the health and safety of workers.
 - iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
 - iv) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.

- v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g. OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
 - vi) The Unifor representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.
- 27.07 In the event of accident or injury, committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.
- 27.08 No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.
- 27.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.
- 27.10 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.
- 27.11 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.
- 27.12 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.
- 27.13 **National Day of Mourning:** Each year on April 28th at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.
- Moment of Silence:** December 6 with one minute of silence. (Montreal Massacre)
- 27.14 **Protective Clothing and Equipment:** The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This Committee may make recommendations on such equipment (e.g. gloves, long-sleeved gowns, masks, goggles). These shall be maintained and replaced, where

necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment, employees are obligated to comply with such recommendation(s).

27.15 **Lockout and Machine Guarding:** The employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.

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

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

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

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

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

27.17 **Employment of Disabled Workers:** The Union acknowledges the duty of the Employer to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

27.18 **Injured Workers Provisions:** An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or hospital and to her home as indicated.

27.19 It is hereby agreed that the Health and Safety Coordinator employed by the Union shall have reasonable access to the premises under the following conditions:

- (a) The Union shall keep the Employer updated as to the name of such Health and Safety Coordinator;
- (b) The Health and Safety Coordinator shall have access restricted to regular business hours of the Employer; such being 0800 hours to 1600 hours, Monday to Friday each week;
- (c) The Health and Safety Coordinator shall obtain permission for such visit prior to the visit from the Administrator or his/her designate;
- (d) On arrival at the Employer, the Health and Safety Coordinator shall report initially to the Administrator or his/her designate.

ARTICLE 28 – ABUSE

28.01 Resident Abuse

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

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

28.02 Abuse & Threatening Behavior

The parties agree that abuse and/or threatening behavior is not tolerated. Staff are to be treated with respect and dignity. Abuse or threatening behavior shall include, but not be limited to the following: physical abuse, psychological abuse, emotional abuse, sexual abuse. In order to provide and maintain an environment free of abuse/threatening behavior all residents, family members, volunteers and persons having practicing privileges shall be informed that abuse/threatening behavior towards staff will not be tolerated.

The parties further agree that the long-term care environment contains residents who may, through no fault of their own, exhibit behaviors and actions that are unwelcome to staff. The workplace is built around managing these behaviors to the benefit of both the residents and the staff.

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

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

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

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

ARTICLE 29 – MANDATORY TRAINING

29.01 Where an external course of study is mandated by the Employer, then the Employer shall pay for the fee for such course, upon successful completion.

Where the Employer requires staff training it will make every reasonable effort to provide the training on company time during scheduled shifts, with access to proper equipment. Notwithstanding the above staff may advise the Employer that they wish to complete Surge Training off site.

Notice – the current internal program of education points will cease as of the date of ratification.

SCHEDULE "A" – WAGE RATES

CLASSIFICATION	STEP	Oct. 31, 2021 (Expiry)	Nov. 1, 2022 (3%)	Nov. 1, 2023 (3%)
Housekeeping, Laundry & Dietary Aide	Start	\$18.23	\$18.78	\$19.34
	3 mo. (450 hours)	\$19.24	\$19.82	\$20.41
	6 mo. (900 hours)	\$20.20	\$20.81	\$21.43
	1 yr. (1800 hours)	\$21.16	\$21.79	\$22.44
	2 yr. (3600 hours)	\$21.92	\$22.58	\$23.26
PSW	Start	\$18.73	\$22.29	\$22.87
	3 mo. (450 hours)	\$19.70	\$23.29	\$23.90
	6 mo. (900 hours)	\$20.68	\$24.30	\$24.94
	1 yr. (1800 hours)	\$21.70	\$25.35	\$26.02
	2 yr. (3600 hours)	\$22.47	\$26.14	\$26.83
Nurse Aide	Start	\$18.42	\$21.97	\$22.54
	3 mo. (450 hours)	\$19.39	\$22.97	\$23.57
	6 mo. (900 hours)	\$20.37	\$23.98	\$24.61
	1 yr. (1800 hours)	\$21.38	\$25.02	\$25.68
	2 yr. (3600 hours)	\$22.15	\$25.81	\$26.49
Cook	Start	\$19.39	\$19.97	\$20.57
	3 mo. (450 hours)	\$20.37	\$20.98	\$21.61
	6 mo. (900 hours)	\$21.38	\$22.02	\$22.68
	1 yr. (1800 hours)	\$22.34	\$23.01	\$23.70
	2 yr. (3600 hours)	\$23.12	\$23.81	\$24.52
R.P.N.	Start	\$25.60	\$27.14	\$27.95
	3 mo. (450 hours)	\$25.88	\$27.43	\$28.25
	6 mo. (900 hours)	\$26.52	\$28.09	\$28.93
	1 yr. (1800 hours)	\$27.07	\$28.65	\$29.51
	2 yr. (3600 hours)	\$27.32	\$28.91	\$29.78
Restorative Aide	Start	\$18.42	\$21.97	\$22.54
	3 mo. (450 hours)	\$19.39	\$22.97	\$23.57
	6 mo. (900 hours)	\$20.37	\$23.98	\$24.61
	1 yr. (1800 hours)	\$21.38	\$25.02	\$25.68
	2 yr. (3600 hours)	\$22.15	\$25.81	\$26.49
Students	Start	\$15.06	\$15.51	\$15.98
	6 mo. (900 hours)	\$16.02	\$16.50	\$17.00
	1 yr. (1800 hours)	\$16.98	\$17.49	\$18.01

STUDENT

The employer agrees that throughout the term of this agreement the student wage rate will not fall below the minimum student wage rate set out in the Employment Standards Act.

If a student is required to work with the Employer within ten (10) months of their last day of work, they will retain service/seniority and commence accumulating seniority and service on their return to work as a student.

STUDENT NURSE

Eligible nursing students without PSW certificate, effective the first full pay following ratification, will be paid on one of the steps of the Nurses Aid grid, consistent with their service with the Employer.

RETROACTIVITY

Retroactivity will apply to those employees employed as of the date of ratification or who retired in the period November 1st, 2019 to the date of ratification. Retroactivity will be paid within sixty (60) days from ratification.

PROXY PAY EQUITY

The above rates include pay equity obligations of the Employer. Effective April 1st, 2004, the January 1st, 2004 rates shall be increased by fifteen cents (0.15¢) and effective January 3rd, 2005, by a further fifteen cents (0.15¢); at which time all proxy pay obligations of the Employer shall be met.

DIETARY AIDE PREMIUM

Where preparing breakfast between 0600 and 0830 hours, a Dietary Aide may receive a premium of forty cents (0.40¢) per hour above the applicable dietary aide rate for the actual number of hours spent preparing breakfast between those hours.

STUDENT PREMIUM

Where called in as an emergency replacement under 3.06, students may receive a premium of thirty cents (0.30¢) per hour above their applicable rate.

LETTER OF UNDERSTANDING #1 – RE: JOB POSTING

Both parties hereby agree that students defined in Article 3.06 do not have access to the job posting clauses under Article 12.

LETTER OF UNDERSTANDING #2 – RE: EXCHANGE OF SHIFTS

For the purpose of exchange of shifts only, the following shall be interpreted, where applicable:

- (a) The provisions of Article 17.11 shall be adhered to.
- (b) The exchange will be considered a “work” day for the purpose of Article 19.02.
- (c) The exchange will not count toward the days used for calculation of holiday pay, for the purpose of Article 19.04.

LETTER OF UNDERSTANDING #3 – RE: EMPLOYEE FILES

All employee files are handled in a confidential manner. They are under lock and key at all times.

A staff member may request to view their file during regular business hours (8:00 a.m. – 4:00 p.m.) in the presence of the Administrator or his/her delegate. This time at which the employee and Administrator or his/her delegate review the file must be mutually acceptable.

An employee may view his/her file once annually. No information in the file may be removed.

No information in the file may be copied without direct permission of the Administrator.

These files are destroyed only after the required time period and information has been recorded according to government standards.

Confidential destruction requires the files be shredded.

LETTER OF UNDERSTANDING #4 – RE: SHIFT GIVEAWAY PROCEDURE

ELIGIBILITY

1. Full-Time employees who are regularly and permanently scheduled to work seventy-five (75) hours in a bi-weekly pay period and who have thirteen (13) years seniority with the Employer since last date of hire may request a Shift Giveaway. Seniority will be calculated as of May 31st in the year such request is made.
2. All requests must be in writing, addressed to the Administrator of the Employer, at the required time, in order to be considered.

VACANCY

1. Eligible employees as defined above may request to be scheduled sixty-seven and a half (67.5) hours in a bi-weekly pay period.
2. The shift to be vacated by each employee will be determined by The Employer after reviewing specific employee requests and allocating by seniority. Weekend shifts will not be considered.

PROCEDURE

1. The Shift Giveaway “Year” shall be from on or about October 1st in a calendar year to on or about September 30th of the next calendar year.
2. Eligible employees shall request in writing to the Administrator of the Employer by September 1st prior to commencement of any “year”.
3. Employees who have given away a shift must reapply for the following “year” also by September 1st.
4. The Employer may develop one (1) or more temporary part-time positions from the shifts vacated and post such part-time vacancies, in accordance with the Collective Agreement.

5. Any shift given away remains with the shift rotation of the employee who has given the shift away and should such employee leave the employ of the employer, or be unable to fulfill their employment obligations, the shift shall be returned to the original rotation.

The parties agree to discuss shift giveaway procedure at the next JLM meeting scheduled for June 20th, 2005.

OTHER

1. Definition of seniority – as per Article 10 of C.B.A.
2. For the “procedure # 4 “above – the recipient of the posted position shall have priority for shifts given away in subsequent years, up to the number of shifts from the original posting, should shifts be recovered by any Full-time employee(s) who had previously given them away.
3. The “16 hour rule” provision of Article 17.09(b) is hereby waived for any position created herein.

ADDENDUM

Effective date of ratification, a full-time employee who does not qualify for “shift giveaway program” above, may request to giveaway up to eight (8) shifts in the calendar year to qualified employees who are scheduled to work less than seventy-five (75) hours.

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

LETTER OF UNDERSTANDING #5 – RE: DISCIPLINE POLICY

The Current Discipline Policy shall not be amended unless by mutual agreement between the Parties.

LETTER OF UNDERSTANDING #6 – RE: VIOLENCE AGAINST WOMEN

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

LETTER OF UNDERSTANDING #7 – RE: NO DISCRIMINATION/HARASSMENT

1. The Employer and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of

their representatives with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, or by reason of Union membership or activity.

2. The Employer and the Union agree that there will be no discrimination, interference, restraint, harassment, or coercion exercised or practiced by either of them or by any of their representatives with respect to any employee by reason of age, disability, sexual orientation or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.
3. Where the name “spouse” or “partner” is used in this Agreement, it shall also mean a person to whom an employee is married or with whom an employee is living in a conjugal relationship for a duration of a period of at least one year, including a person of the same or opposite sex.
4. The Employer and Unifor are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere that promotes respectful interactions and is free from discrimination and harassment.
5. Where a bargaining unit member complains of harassment by a person other than another bargaining unit member she shall bring such complaint to the attention of the Employer and Unifor. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainer who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer’s response she is entitled to file a grievance under the terms of this Collective Agreement.

Harassment Policy in Respect of UNIFOR Members

A. Policy

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

B. What is Harassment?

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

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

C. Responsibilities

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

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

D. Procedure

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

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

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

LETTER OF UNDERSTANDING #8 - RE: CALL-IN PROCEDURE

CALL-IN shall be defined as a process to fill a vacant shift or part-shift, which the Employer has decided to fill, where such vacancy was originally filled when the time sheet was posted.

A) **CALL-IN LISTING (FOR EACH CLASSIFICATION):**

- i. Each column represents a call-in to be replaced, where possible.
- ii. List will be sub-divided into three (3) distinct categories, based on availability and employment status, and employees within each category shall be listed by seniority.
- iii. Employees shall be called from category “a)” below, for each vacancy, on a seniority basis. When this category has been exhausted without replacing the vacancy, then the employees shall be called in category “b)” below, by seniority. Where the process has continued to category “c)” below, then the Employer will not be bound by the “emergency” provision of Article 3.06 of the CBA.

- iv. Where the call-in vacancy has not been replaced after application of “iii” above, then the Employer shall use it’s discretion in dealing with the vacancy, provided it does not violate any Article of the CBA.
- v. Where an employee who requests not to be called for call-in, on a permanent basis, she shall make such request in writing to the Administrator.

B) EMPLOYEE CATEGORIES: (In order of call-in)

- a) Availability List
- b) Seniority Listing of:
 - i. CASUAL - part-time employees who are not regularly scheduled to work, or are scheduled to work weekends only.
 - ii. PERMANENT PART-TIME- part-time employees who are not “casual” but have regularly scheduled hours of work up to and including forty-eight (48) hours in a bi-weekly pay period.
- c) Students

C) COLLECTIVE AGREEMENT LANGUAGE

- i. Probationary Employee – as per Article 3.02
- ii. Part-Time Employee – as per Article 3.03
- iii. Full-Time Employee – as per Article 3.04
- iv. Student Employee – as per Article 3.06

D) INFORMATION CODES

- i. “A” = ACCEPTED
- ii. “R” = REFUSED
- iii. “B” = BUSY
- iv. “AM” = ANSWERING MACHINE, left message
- v. “NA” = NO ANSWER
- vi. “P” = PAGER
- vii. “I” = ILL
- viii. “LM’ = LEFT MESSAGE
- ix. “W” = WORKING
- x. “V” = VACATION
- xi. “OT” = OVERTIME
- xii. “LOA” = LEAVEOF ABSENCE

E) REMEDIES

Where the Employer and Union agree that the Employer has erred in application of this procedure, the following will apply:

- i. For the first and second incident(s) affecting the same employee in the posted schedule, she will be offered another shift to compensate.
- ii. For the third incident affecting the same employee in the posted schedule, she will be paid for the number of hours at regular rate for the vacancy.

F) AVAILABILITY LIST

- Shall be in accordance (date) with the posted schedule.
- By date only (not shift)
- Must be completed accurately by employee, at time of posting, or employee will lose ability to be contacted for duration of the schedule.

LETTER OF UNDERSTANDING #9 – RE: CMI

The Employer agrees to provide the Joint Labour Management Committee with it's annual Case Mix Index results as soon as practicable after receipt of such results.

LETTER OF UNDERSTANDING #10 – RE: ESTOPPEL

- The Employer will cease the practice of payment of an orientation rate of pay.
- The Employer will no longer accept individual requested days off under Article 13.01.

LETTER OF UNDERSTANDING #11 – RE: ARTICLE 19

Effective 2014 for 2013 Calendar year.

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

LETTER OF UNDERSTANDING #12 – RE: PART TIME SENIORITY ACCRUAL

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

Seniority only for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness of injury. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, illness of injury.
- 3) This settlement is without prejudice to the right of either party to table language on the treatment of part time seniority in any future round of bargaining.

- 4) For greater clarity, it is not anticipated that any immediate amendment to the current seniority lists will result from these Minutes.

LETTER OF UNDERSTANDING #13 – RE: WORKING SHORT

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

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

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

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

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

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

LETTER OF UNDERSTANDING #14 – RE: REGARDING POLICY

The Unit Chairperson may make arrangements with the Administrator or Designate to review employer policies that apply to members of the bargaining unit. Where the employer makes changes to an existing policy that applies to members of the bargaining unit, or introduces a

new policy that applies to members of the bargaining unit, it will give the Unit Chairperson a copy.

LETTER OF UNDERSTANDING #15 – PAY EQUITY

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

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

LETTER OF UNDERSTANDING #16 – RE: HEALTH AND SAFETY/MENTAL HEALTH

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

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

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace.

This will be a standing discussion item on the Joint Health and Safety Committee agenda.

LETTER OF UNDERSTANDING #17 – RE: DIVERSITY AND INCLUSION

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

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