

COLLECTIVE AGREEMENT

- between -

MAITLAND MANOR

- and -

UNIFOR AND IT'S LOCAL 2458



UNIFOR
theUnion | lesyndicat

EXPIRY: DECEMBER 26TH, 2022

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	3
ARTICLE 2 - DEFINITIONS	3
ARTICLE 3 - RELATIONSHIP	3
ARTICLE 4 - UNION SECURITY AND CHECK-OFF	5
ARTICLE 5 - NO STRIKES - NO LOCKOUTS	6
ARTICLE 6 - MANAGEMENT RIGHTS	6
ARTICLE 7 - NEGOTIATING COMMITTEE AND COMMITTEE PERSONS	7
ARTICLE 8 - GRIEVANCE PROCEDURE	8
ARTICLE 9 - ARBITRATION PROCEDURE	11
ARTICLE 10 - PROBATIONARY EMPLOYEES	13
ARTICLE 11 - SENIORITY	13
ARTICLE 12 - JOB TRANSFERS AND LAYOFF	15
ARTICLE 13 - LEAVES OF ABSENCE	20
ARTICLE 14 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS	25
ARTICLE 15 - WAGES	31
ARTICLE 16 - PAID HOLIDAYS	32
ARTICLE 17 - VACATIONS	35
ARTICLE 18 - HEALTH AND WELFARE BENEFITS	38
ARTICLE 19 - SICK LEAVE	40
ARTICLE 20 - BEREAVEMENT LEAVE	41
ARTICLE 21 - UNIFORMS	42
ARTICLE 22 - GENERAL	42
ARTICLE 23 - RETIREMENT BENEFIT	42
ARTICLE 24 - HEALTH AND SAFETY	45
ARTICLE 25 - HARASSMENT/BULLYING POLICY IN RESPECT OF UNIFORM MEMBERS	48
ARTICLE 26 - DURATION	51
SCHEDULE "A" - CLASSIFICATIONS & WAGE RATES	52
LETTER OF UNDERSTANDING #1 - RE: ABSENCE FROM WORK DUE TO DISABILITY AND ELIGIBILITY TO PARTICIPATE IN CERTAIN BENEFITS	54
LETTER OF UNDERSTANDING #2 - RE: RAI RESULTS	55
LETTER OF UNDERSTANDING #3 - RE: EIGHT (8), NINE (9), TEN (10) DAY OPTION FOR FULL-TIME EMPLOYEES	55
LETTER OF UNDERSTANDING #4 - RE: STUDENTS	58
LETTER OF UNDERSTANDING #5 - RE: EDUCATION FUND	56
LETTER OF UNDERSTANDING #6 - RE: PART TIME SCHEDULING FOR ACTIVATION DEPARTMENT	57
LETTER OF UNDERSTANDING #7 - RE: WORKING SHORT	57
LETTER OF UNDERSTANDING #8 - FLOATS FOR CASUALS	58
LETTER OF UNDERSTANDING #9 - RE: RESIDENT ABUSE	58
LETTER OF UNDERSTANDING #10 - RE: CHIROPRACTIC/EYE COVERAGE	59
LETTER OF UNDERSTANDING #11 - RE: BENEFIT DISPUTE RESOLUTION PROCESS	59
LETTER OF UNDERSTANDING #12 - RE: INVESTIGATION OF ALLEGED RESIDENT ABUSE	60
LETTER OF UNDERSTANDING #13 - RE: CLOSURE TO AVOID THE UNION LANGUAGE	60
LETTER OF UNDERSTANDING #14 - RE: WOMEN'S ADVOCATE	61
LETTER OF UNDERSTANDING #15 - RE: PART-TIME CALCULATION OF PAID HOLIDAYS	61
LETTER OF UNDERSTANDING #16 - RE: LIABILITY INSURANCE	61
LETTER OF UNDERSTANDING #17 - RE: DISCIPLINE FILE	61
LETTER OF UNDERSTANDING #18 - RE: LAUNDRY DEPARTMENT	61
LETTER OF UNDERSTANDING #19 - RE: PAY EQUITY	62
LETTER OF UNDERSTANDING #20 - SCHEDULING	62

ARTICLE 1 - PURPOSE

- 1:01 The purpose of this agreement is to establish satisfactory relations between the Employer and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - DEFINITIONS

- 2:01 The term "Full Time Employee" shall mean employees who are regularly scheduled to work more than forty-five (45) hours per bi-weekly pay period.
- 2:02 The term "Part Time Employee" shall mean employees who are regularly scheduled to work forty-five (45) hours or less per bi-weekly pay period.
- 2:03 Temporary employees are those employees specifically hired to cover leaves of absence or summer vacation, and shall be terminated at the expiry of the temporary position.
- 2:04 **Casual Employees**
Are employees who are hired for the sole purpose of covering shifts that regular employees are not available for at non-overtime rates of pay. It is understood that normally casual employees will not be regularly scheduled except during the vacation period and when other employees are not available.

A casual employee is covered under all the terms and conditions of this collective agreement that apply to part time employees unless specified otherwise.

Casual or Unscheduled Part-time

Where 'casual employees' exist in a collective agreement, or where there is an established practice of part-time employees who do not have scheduled shifts the following conditions will apply:

Once such employee has provided availability to the Employer, if they do not accept shifts for a period of three (3) consecutive months, they shall be deemed to have voluntarily resigned their employment.

Notice in writing will be provided to the employee and the Unit Chairperson.

ARTICLE 3 - RELATIONSHIP

- 3:01 The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees of Maitland Manor, Goderich, Ontario, save and except supervisors, persons above the rank of supervisor, office staff, professional medical staff, registered and graduate nurses, physiotherapists, dieticians and the students employed during the school vacation period.
- 3:02 (a) The Employer and the Union agree that there shall be no discrimination, interference, restraint, or coercion exercised or practiced by either of them or by

any of their representatives, with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.

(b) The Employer and the Union agree that there shall be no harassment in the workplace by the Employer, agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.

(c) Where the term spouse or partner as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.

(d) The Employer and Unifor are committed to providing a positive environment for employees. All employees have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment as provided herein.

(e) The parties agree to abide by the Ontario Human Rights Code.

(f) The Employer and the Union each agree not to interfere with, restrain, coerce or discriminate against employees with respect to union membership or participation in lawful union activities.

3:03 The Union will not engage in Union activities on the premises of the Employer during working hours or hold meetings at anytime on the premises of the Employer without the permission of the Executive Director.

3:04 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union whether individually or collectively which will conflict with the provisions of this agreement.

The Employer shall supply the Local Union and the Unit Chairperson with a list of supervisory personnel and will update as required.

3:05 "Those persons excluded from the terms of this Agreement shall not be permitted to perform any bargaining unit work except in the following types of situations:

(a) In an emergency.

(b) When qualified employees are not readily available.

(c) On experimental work.

(d) In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned."

3:06 Where the parties mutually agree that there are matters of mutual concern and interest that it may be beneficial to discuss at a Labour/Management Committee Meeting during the term of this agreement, **these meetings shall be scheduled at minimum of once every three months or greater as mutually agreed**, the following shall apply:

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

It is also understood that joint meetings with other Labour/Management Committees in the Home may be scheduled concerning matters of mutual interest if satisfactory to all concerned.

3:07 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part time employees results from such contracting out.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4:01 The Employer agrees to deduct from all employees covered by this agreement who have worked sixty (60) days or four hundred and fifty (450) hours, whichever is shorter, whatever sum may be levied as initiation fees, assessments and union dues, from the first pay due each calendar month, and to remit same not later than the twentieth day of the same month, to the Secretary Treasurer of the Local Union. The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made and also the names of any employees who have left employment of the Employer since the last payment.

4:02 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee of the bargaining unit once during the first thirty (30) days of employment. The Union shall advise the employer in writing of date, time and place of such meeting of which the duration of such meeting shall not exceed fifteen (15) minutes.

The employer will notify the union and chairperson of each new hire in the bargaining unit.

4:03 The Employer agrees to indicate the amount of initiation fees, assessments and union dues deducted during each calendar year on the employee's T4 slip.

4:04 The Union will save the Employer harmless from any claims that may arise either from any deductions from wages in respect to check off for initiation fees, assessments or dues or any action taken at the request of the Union. The Union will advise the Employer by letter of the amount of initiation fees, assessments and union dues, and as to any changes thereto, at least one (1) month in advance of the pay period in which the deductions are to be made.

4:05 The employer will provide to the Union Chairperson a listing of the names, addresses and classifications of all employees in the bargaining unit. On a monthly basis, the Employer will provide to the Union Chairperson, the names of employees in the bargaining unit who have been terminated and those who have resigned as well as the employees who have not remitted dues in that month as a result of some form of absence where union dues cannot be deducted by the employer, including weekly indemnity.

When part time dues are remitted to the union, a list of the number of hours worked by each part time employee during the month for which dues are being remitted shall also be included.

ARTICLE 5 - NO STRIKES - NO LOCKOUTS

5:01 No Strikes or Lockouts

The union agrees that there will be no strikes and the employer agrees there will be no lockouts during the term of this agreement. The term strike or lockout shall bear the meaning given them in the Ontario Labour Relations Act 1995, as amended.

ARTICLE 6 - MANAGEMENT RIGHTS

6:01 The Union acknowledges that subject to the provisions of this agreement it is the exclusive function of the Employer:

- (a) To hire, rehire, classify, promote, demote, transfer, layoff, recall, suspend, discipline, or discharge employees, direct and control the work of the employees and the operation of the Home, to assign employees to shifts, and/or to increase and decrease the working force, provided that there are always a sufficient number of employees on duty to perform the work required to be done; and provided further that a claim by an employee that he or she was unjustly disciplined or suspended or transferred, or a claim by an employee who has attained seniority that he has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (b) To maintain order, discipline and efficiency and to make and alter reasonable rules and regulations to be observed by the employees which are not expressly contrary to any other article of this collective agreement.
- (c) Generally to manage the Home and without restricting the generality of the foregoing, to select, install and require the operation of any equipment it decides it is necessary to use. However, if any jobs within the bargaining unit are affected by the installation of any equipment, then the Management and Union

shall meet forthwith to discuss the resulting effect on such jobs and the employees concerned.

ARTICLE 7 - NEGOTIATING COMMITTEE AND COMMITTEEPERSONS

7:01 (a) The Employer recognizes the right of the Union to appoint, elect, or otherwise select, four (4) Union Committeepersons. There shall be at least one (1) Committeeperson from each of the following departments and/or classifications:

- 1) PSW/HCA/Nurses Aide
- 2) Registered Practical Nurses
- 3) Housekeeping/Laundry/Dietary

One (1) of the four (4) Committeepersons shall be designated as the Chairperson. Each Committeeperson shall have completed the probationary period. Subject to the above, the Employer will recognize and deal with such Committeepersons regarding any matter which arise from the interpretation, application or administration of this agreement.

(b) The employer agrees that the Unit Chairperson and a Committeeperson may attend the grievance meeting. It is understood that not all members of the Grievance Committee will be in attendance of grievance meetings.

7:02 (a) The Employer will recognize the Committeepersons appointed as agreed in Article 7.01 as the negotiating committee and shall negotiate with the Employer for a renewal of the collective agreement as hereinafter provided and the Employer will meet to negotiate with this committee and a representative of the Union for this purpose.

(b) The Employer will pay the regular rate of pay for not more than four (4) employee members at their regularly hourly rate for each hour spent, to a maximum of 7.5 hours per day, attending negotiations of this agreement or its successor up to but not including arbitration proceedings. Hours paid for bargaining will not be used for the purposes of determining any overtime entitlement. A member who participates in negotiations on her day off may elect to take an unpaid day off from her regular schedule at a mutually agreeable time.

(c) The Employer will pay the regular rate of pay for the Chairperson, in her capacity as a member of the negotiating committee, for all regularly scheduled working hours lost due to attending any arbitration proceedings arising out of the renewal of the collective agreement.

(d) **Pay for Negotiating Meetings**

Where the bargaining committee members is on a scheduled day off: Where a Home is participating in a master bargaining process and the employee attends a bargaining session with the Employer on master issues, on a day that would otherwise be a scheduled day off, the Employer agrees to provide such employee with an alternative day off with pay, or, in the alternative pay for the

scheduled day or days so spent in negotiating meetings with the Employer. It is understood that this provision does not apply when the employee attends a bargaining session or sessions with the Employer or Local issues.

(e) **Committeepersons and Union Committee**

The Employer agrees, that for the purpose of Master Bargaining, a Committee consisting of the Unit Chairperson and one (1) Committeeperson, selected by the Union, will be recognized. NOTE: Where a full time and a part time agreement exist at the same workplace, this language shall cover both agreements.

7:03 The Employer agrees that Committeepersons shall have the right to have the assistance of a Union representative when dealing with grievances as hereinafter provided.

7:04 It is understood, acknowledged, and agreed, that Committeepersons have their regular duties to perform. Committeepersons 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 supervisor shall not unreasonably refuse such permission for a reasonable length of time to attend Union business as required of a Committeeperson under this agreement. In accordance with this understanding, Committeepersons shall not suffer loss of pay while dealing with grievances as hereinafter provided. No Committeeperson will be paid by the Employer for time spent on such matters outside the Committeepersons' regular working hours.

7:05 The Union will provide a list of Committeepersons, Local Officers and National Representatives as required.

7:06 The Unit Chairperson referred to in this Article shall be scheduled on the day shift except as may otherwise be mutually agreed to by the parties. The Employer and the Union agree that the Unit Chairperson shall be retained at work during layoffs or reduction in hours during their term of office, as long as they are qualified and able to perform any available bargaining unit work, unless otherwise mutually agreed to by the parties.

7:07 **Union Time Off**

The Employer will schedule Labour-Management meetings during the Union Chairperson's shift, provided the Union Chairperson is scheduled on either the day shift or the afternoon shift.

ARTICLE 8 - GRIEVANCE PROCEDURE

8:01 Grievances shall be defined as any matter arising out of this Agreement, or concerning the interpretation, application, administration or alleged violation of this Agreement.

8:02 It is understood that the affected employee may have the assistance of a Union Committee Person at any stage of the grievance procedure.

8:03 Any time limits referred to in this article and/or article 9 of this agreement within which any procedures are 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. If at any stage of the grievance procedure, a grievance has not been processed by the union in accordance with the specified time limits, the grievance shall be deemed to have been withdrawn. Failure of the Employer to meet the specified time limits shall permit the union to take the grievance to the next step.

8:04 **Verbal Complaint**

It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until he or she has first given his/her immediate supervisor or their designate an opportunity to adjust his or her complaint. A complaint shall only be considered if it is raised and acknowledged by the immediate supervisor within seven (7) days of the event giving rise to the complaint or within seven (7) days after the employee has or ought to have had knowledge of the event giving rise to the complaint. The immediate supervisor will provide a response within three (3) days. If the complaint is not satisfactorily resolved, the complaint may then be taken up as a grievance in the following manner:

Step 1

Failing a satisfactory settlement to the complaint, the aggrieved employee, accompanied by a Union Committee Person, may present his/her written grievance to the Executive Director or their designate within five (5) days following the response from the immediate supervisor. The grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance. The grievance should also contain a statement of the clause or clauses of this agreement said to have been violated.

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

Step 2

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

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

Failing settlement at STEP 2 the grievance may be submitted to Arbitration as set out in Article 9.

8:05 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement, in writing at STEP 2 of the Grievance procedure, providing that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred, or reasonably became known to the Union. It is expressly understood that this provision may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could have themselves instituted under other provisions of the grievance procedure.

8:06 Group Grievance

Where it is identified that two (2) or more Employees have identical grievances, they may submit a written group grievance at STEP 2 provided that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

8:07 Employer Grievance

The Employer may institute a grievance against the Union or Employees, in writing at step 2 of the Grievance Procedure, provided it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

8:08 Suspension and Discharge Cases

Any claim by an Employee who has acquired seniority that she has been unjustly suspended or discharged will be treated as a STEP 2 grievance if a written statement of such grievance is lodged by the Employee with the Executive Director within five (5) days after written notice of such discharge or suspension has been given to the employee. Such grievance will be taken up at a special meeting between the Union and the Executive Director within (5) five days after it is lodged and failing settlement, within ten (10) days following the final decision of the Executive Director, be referred to Arbitration.

8:09 Such grievance may be settled by:

- (a) confirming the Employer's action in suspending or dismissing the Employee; or
- (b) Reinstating the Employee with full compensation for the time lost; or
- (c) Other arrangement which is just in the opinion of the conferring parties or the Arbitrator, if appointed.

It is understood that the Employer will notify, in writing, the Committee Chairman of any discharge or suspension and a copy of the notice shall be sent to the Union Office. Such

notification shall be sent within one (1) day of such suspension or discharge confirming the said discharge or suspension and setting forth the reasons for such action.

Letters of reprimand will be removed from an employee's file after twelve (12) months from the date of the reprimand provided there is no further disciplinary actions taken against the employee within that twelve (12) month period.

8:10 **Grievance Mediation**

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) 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.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) 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, unless agreed to otherwise by the parties. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 9 - ARBITRATION PROCEDURE

9:01 The party seeking Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.

- 9:02 The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.
- 9:03 The two (2) nominees shall endeavour to agree upon a third person to act as Chairperson within fifteen (15) days of the appointment of the second nominee. If the nominees fail to agree on a Chairperson, either one of them may request the Office of Arbitration, Ministry of Labour of the Province of Ontario to supply a panel of Arbitrators for selection to act as the Chairperson of the Board of Arbitration.
- 9:04 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto.
- 9:05 Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the third member and Chairperson shall be shared equally by the parties to this Agreement.
- 9:06 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the mutual consent of the parties to this Agreement, provided however, that all of the time limits set out in both the Grievance and Arbitration Procedures hereunder are mandatory.
- 9:07 **Sole Arbitrator**
Notwithstanding the foregoing provisions respecting the establishment of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- The party submitting the grievance to arbitration shall signify when advising the other party with notice that contains a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators, or provide a list of three (3) arbitrators.
- If the parties can agree to a sole Arbitrator within thirty (30) days of the notice referring the matter to Arbitration, the matter shall be determined by a Sole Arbitrator and failing such agreement, the regular Arbitration Procedure shall apply.
- 9:08 The Board of Arbitration, or Sole Arbitrator, shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.
- 9:09 No person shall be selected as an Arbitrator who have been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the grievance arose, unless mutually agreed to by the parties.
- 9:10 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration procedures within the time specified shall be

deemed to have been abandoned. However, time limits specified in the Grievance or Arbitration procedures may be extended by mutual agreement, in writing between the Employer and the Union.

ARTICLE 10 - PROBATIONARY EMPLOYEES

10:01 Newly hired employees shall serve as probationary employees until they have successfully completed a probationary period of 450 hours or six (6) months, whichever occurs first. When they have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall accrue from the date of last hire.

- 10:02 (a) During the probationary period, the Employer will assess the performance, abilities and suitabilities of the newly hired employee. Regular reviews and evaluations will occur. Where the Employer has concerns regarding the performance, abilities and suitabilities of the employee, those will be shared with the employee. Where the Employer concludes that the newly hired employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal.
- (b) Culpable behaviour during the probationary period will constitute just cause
- (c) New employees will be provided four (4) days of orientation for the Nursing Department and three (3) days of orientation for other areas during their probationary period. During the orientation period, the employee will represent an additional person over and above the normal staffing levels.

ARTICLE 11 - SENIORITY

11:01 Seniority for employees is defined as the length of service in the bargaining unit since date of last hire.

Notwithstanding the manner in which part time employees earn seniority they will progress through the wage grid on the basis that each 725 hours worked would equal six (6) months of service, and each 1,450 hours worked would equal one year of service.

11:02 Up to date seniority lists which shall include sick leave credits for the above departments will be forwarded to the Chairperson with a copy to the Union Office in the months of January and July of each year and shall be posted. A separate seniority list shall be maintained for the full time staff and the part time staff. The list will be open for correction on proof of error for a period of thirty (30) days after the posting. At the end of this thirty (30) day period the list shall be considered accurate.

If an error does occur which is brought to the attention of the Executive Director within the thirty (30) day period, the Executive Director shall post the error and the correction. If no objections thereto are received within a period of thirty (30) days following the correction, the corrected seniority list shall be considered accurate. If no objections are received from employees affected by the correction(s) then the corrected posting shall

prevail and shall be considered accurate. Any disputes that arise over the list shall be limited to questions of the amount of seniority or sick leave credits accrued in the six (6) month period between the previous list and the current list. Any claim that an established seniority list is incorrect may be discussed by the parties, and upon mutual agreement, amended.

11:03 Full time employees will continue to accrue seniority on the basis of the number of calendar months or years of service since the date of last hire subject to sections 11:04, 11:05 and 11:06.

Loss of Seniority

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

- (a) voluntarily resigns or retires; or
- (b) is discharged for just cause and is not reinstated by the grievance or arbitration procedure; or
- (c) is absent from work more than thirty(36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (d) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (e) is absent from work for more than thirty (36) months by reason of lay-off; or
- (f) is absent from work for more than thirty (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (g) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (h) fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

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

11:05 Seniority will be retained and accumulate under the following conditions:

- (a) approved leave of absence with pay;
- (b) approved leave of absence without pay not in excess of twenty (20) regularly scheduled shifts or four (4) weeks in a calendar year, whichever is shorter;
- (c) when absent on account of illness or injury for up to thirty-six (36) months;
- (d) when in receipt of Workplace Safety and Insurance benefits (for up to thirty-six (36) months) as a result of injury or illness incurred while in the employ of the Employer.

11:06 Seniority will be retained but will not accumulate under the following conditions:

- (a) approved leave of absence without pay in excess of twenty (20) regularly scheduled shifts or four (4) weeks in a calendar year, whichever is shorter;
- (b) when laid off due to reduction in the staff for a period of up to thirty-six (36) calendar months;

ARTICLE 12 - JOB TRANSFERS AND LAYOFF

12:01 No employee shall be transferred to a position outside the bargaining unit without his consent.

12:02 When a permanent vacancy or new position within the bargaining unit as described in Article 3:01 occurs, the Employer will, when filling such vacancy, post it on the main bulletin board for period of seven (7) working days setting forth the classification, rate of pay, department, shift, and the qualifications thereof, and shall also provide copy to the Chairperson. All applications to fill such vacancy must be in writing.

Only the original vacancy, and maximum of two (2) vacancies arising out of the original posting are required to be posted.

The Employer may temporarily fill any vacancy which it has posted in accordance with the provisions of this article, while observing the procedures set forth herein.

If no applications are received from any member of the bargaining unit 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.

12:03 In determining the successful applicant in job postings, the following factors would be considered:

- (i) seniority;
- (ii) skill, qualifications, ability.

Where the factors in (ii) are relatively equal, factor (i) shall govern.

- 12:04 Employees moving to a new classification as result of successful bid shall be on a trial period of **fifteen (15)** working days and all home-wide seniority rights shall transfer with them. In the event a successful employee reverts to his previous job, either because an employee proves unsatisfactory during the trial period or the employee finds himself unable to perform the duties of the new job classification, he shall maintain all rights and privileges of his previous department. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.
- 12:05 (a) When the Employer requires an employee to substitute on a higher rate job covered by this agreement (not including RPN's assigned to RN duties) for at least one-half (1/2) of their regularly scheduled shift, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.
- (b) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of seven dollars, fifty cents (\$7.50) for each shift from the time of the assignment. Effective the first pay period after ratification increase to eight dollars (\$8.00) per shift.
- (c) Where a Registered Practical Nurse is assigned by way of notation on schedule by the Employer to work in a Charge Nurse capacity, she shall be paid one dollar, fifty cents (\$1.50) per hour for all hours so worked. It is understood that only one Registered Practical Nurse will work in a Charge Nurse capacity at any given time.
- 12:06 (a) If an employee is transferred by the Employer to a lower rated classification, he shall be advised of the reasons for the transfer in writing and such transfer shall be subject to the grievance procedure. The employee shall receive in the new classification the next rate below the employee's present wage rate and shall progress within the scale for such lower rated classification according to his home-wide seniority.
- (b) If an employee is transferred by the Employer to a higher rated classification, the employee shall be on a trial period of **fifteen (15)** days and shall receive in the new classification the next rate above the employee's present rate and shall progress thereafter according to his home-wide seniority. In the event the employee reverts to his previous job for any reason during the trial period the applicable provisions of paragraph 12:04 will apply.

12:07 Layoff and Recall

A layoff shall include a permanent or long-term reduction of hours in an employee's regularly scheduled hours of work.

(a) The following provisions shall govern layoff and recall of employees where the layoff notice is for a period of two (2) weeks or more.

(b) The Employer shall give each employee in the bargaining unit who has acquired seniority, and who is to be laid off for a period of two (2) weeks or more, written notice of layoff in accordance with the following schedule:

Up to 2 years service.....	2 weeks of notice
2 years of service or more, but less than 3 years	3 weeks of notice
3 years of service or more but less than 4 years	4 weeks of notice
4 years of service or more, but less than 5 years	5 weeks of notice
5 years of service or more, but less than 6 years	6 weeks of notice
6 years of service or more, but less than 7 years	7 weeks of notice
7 years of service or more	8 weeks of notice
8 years of service or more	9 weeks of notice
9 years of service or more	10 weeks of notice

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

(c) In all other cases of layoff, the Employer shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice, provided however, such notice shall not be required if the layoff occurs because of emergencies for example, fire, power failure, act of God, or equipment breakdown or any other condition beyond the reasonable control of the Employer.

12:08 Layoff Procedure

(a) In the event of layoff, the Employer shall first layoff employees in the reverse order of their seniority within their classification, provided that there remain on

the job employees who have the ability and qualifications as required by law to perform the work.

- (b) An employee who is subject to layoff shall have the right to either:
- (i) accept the layoff; or
 - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full time or part time) in a lower or identical paying classification for which they are qualified, as required by law, and can perform the duties of the lower or identical paying classification without training other than orientation;
 - (iii) chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below;
 - (iv) consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process;
 - (v) an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate;
 - (vi) in the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within ten percent (10%) of the laid off employee's regularly scheduled bi-weekly hours within her classification;
 - (vii) when an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employees may bump into the other bargaining unit;
 - (viii) in the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight

time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation;

- (ix) the decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within one (1) calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.
- (c) For the purposes of layoff and recall, it is understood and agreed that if a part time employee bumps a full time employee as part of the above noted procedure, the part time employee is accepting the full time position only.
- (d) It is understood and agreed that if a full time employee bumps a part time employee as part of the above noted procedure, the full time employee is accepting the part time position only.

12:09 Recall Rights

- (a) An employee shall have opportunity of recall from a layoff to an available opening following exhaustion of posting commitments, to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work. In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee

who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

- (f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.
- (g) The job posting procedure as set out in the Collective Agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

12:10 **Benefits on Layoff**

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

12:11 When an employee applies for and is awarded a temporary posting, she will not be allowed to apply for another temporary position until she has completed the term indicated for the original posting or in the case where the term is unknown, six (6) months at a minimum.

This clause does not preclude applying to a permanent position at any time.

This clause does not preclude an employee from applying for another temporary position if, as a result, it would change their current status to a full time or part time position.

Any employee in an "unknown duration" temporary position, may notify the Employer that they wish to return to their permanent position providing they have completed the six (6) month minimum.

The Company will not split a temporary posting into multiple temporary postings. For greater clarity, the commencement of the employee working in the posted position is not to be deferred by the employee.

If a person fills a temporary position and a permanent position is posted, then the person in the temporary position can apply.

ARTICLE 13 - LEAVES OF ABSENCE

13:01 The Employer may grant leaves of absence without pay and without loss of seniority to an employee for good and sufficient personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practicable and the Employer agrees to

confirm or deny the request for such leaves within seven (7) days. Applicants when applying must specify the requested date of departure and the date of return.

13:02 The Employer may for good and sufficient reason grant three (3) personal days leave of absence a year without pay to an employee which shall not be used consecutively or for the purpose of vacation. All requests for such personal days shall be made at least fourteen (14) days in advance, except in the case of an emergency. Further leave may be granted at the discretion of the Executive Director.

13:03 Pregnancy/Parental Leave

(a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of her delivery, shall be entitled to pregnancy leave of up to seventeen (17) weeks in duration.

The Employee shall give written notice at least two (2) weeks prior to the date upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided within two (2) weeks of stopping work.

The Pregnancy Leave continues for seventeen (17) weeks after it began, if the individual is entitled to Parental Leave, or on the day that is six (6) weeks after the delivery, if the individual is not entitled to Parental Leave, whichever is later. The employee may end the leave by giving at least four (4) weeks written notice of the day she intends to return.

(b) Subject to confirmation by the Employment Insurance Commission of the appropriateness of the Supplementary Unemployment Benefit Plan, an employee who has completed ten (10) months of continuous service prior to the expected date of birth will be eligible to a Supplementary Employment Insurance Benefit (SUB). To receive the benefit, the employee must be in receipt of Unemployment Insurance Benefits.

The SUB benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings, and the sum of her weekly Employment Insurance benefits.

Such payment shall commence after the two (2) week Employment Insurance waiting period, and shall continue while the employee is in receipt of Employment Insurance Benefits, to a maximum of seventeen (17) weeks.

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

This Plan is subject to the requirements and the provisions of the Employment Insurance Commission, the legislation and any regulations made under the legislation.

- (c) An employee who has been employed for at least thirteen (13) weeks is eligible for Parental Leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within fifty-two (52) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.

Parental Leave for an employee who has taken Pregnancy Leave must commence at the end of the Pregnancy Leave unless the child has not come into the care of the parent by that time.

An employee must give at least two (2) weeks notice of the date that the Parental Leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.

- (d) Where an employee has given written notice to begin either a Pregnancy or Parental Leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks notice.

- (e) Employees will be enrolled and/or continue to be enrolled in the benefit plans per Article 18 of the agreement, unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution, if any, to such premium based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the employee continues absent on Pregnancy or Parental Leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such premium based benefits may make such arrangements with the Employer as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post-dated cheques.

Where an employee gives written notice that they do not wish to pay their portion of premium, coverage will be discontinued, and enrolment upon return to work will be subject to the requirements of the carrier. The carrier has advised that, provided the individual re-enrols in their benefit coverage within

thirty-one (31) days of the expiry of their Pregnancy and/or Parental Leave, no penalties will apply.

- (f) Employees are eligible to either begin or continue participation in the retirement benefit during the leave, and unless the employee gives the Employer written notice that the employee does not intend to pay their contribution, if any, the Employer shall begin or continue to make the Employer's contribution.

Employees who participate may make such arrangements with the Employer for the payment of their share of the contribution as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by post-dated cheques.

Employees participating in the retirement benefit have the right to vary the level of contribution during the leave.

- (g) An employee will continue to accumulate seniority during Pregnancy and/or Parental Leave.

Where seniority is calculated based on hours worked, then the calculation will be based on the average of hours worked during the twelve (12) months immediately preceding the pay period in which the leave commenced.

- (h) Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to comparable position, if it does not. The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater.

13:04 Leave of Absence Rules

- (a) Employees who are on Leave of Absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, unless otherwise agreed to by the Employer, he will forfeit all seniority rights and privileges contained in this agreement.
- (b) An employee will accumulate seniority, sick leave credits, vacation time allowance, and the applicable Employer's contribution of the benefits outlined in sections 18:01, 18:02, 18:03, 18:04, 18:05 only, when on approved Leave of Absence without pay from the Employer (other than Union Leave) not in excess of twenty (20) regularly scheduled shifts or four (4) weeks in calendar year, whichever is the shorter.

Save as mentioned in the preceding sentence no benefits will accrue or be paid under this agreement and all benefits established at the point of leave will be reinstated and continue to accrue from the date of return to employment following any leave of absence.

- (c) Employees shall not be entitled to named holidays with pay which may fall during the period of any Leave of Absence.
- (d) An employee returning from any Leave of Absence will be reinstated on the date fixed for return on the granting of the leave subject only to the layoff provisions of this agreement in the event that a layoff has occurred during the leave. In the event that no fixed date has been agreed to in the granting of the leave the Employer shall not be required to reinstate the employee until after two (2) weeks but within four (4) weeks following receipt of notice of desire to return to work.

13:05 An employee required to serve jury duty or subpoenaed as witness in a court action shall be paid the difference between what she would have earned for her scheduled hours, and the fees received pursuant to the performance of court duty. This will be affected by the employee signing over her court fees, less any expense money received from the authorities for meals, lodging, or transportation, and the Employer will continue her regular salary payments.

The employee is to notify her Supervisor as soon as possible after receipt of notice by the court. The employee will come to work during those regularly scheduled hours that she is not required to attend court.

13:06 Union Leave

The Employer will grant an unpaid leave of absence to employees to attend union conventions, seminars, educational classes or other union activities. The union agrees that such leave will not unduly affect the proper operations of the Home. In requesting such leave of absence, the Union will give five (5) business days clear notice to the Employer, to be confirmed by the Union in writing.

Union Office Leave

Upon application by the Union in writing, the Employer will give reasonable considerations, 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.

13:07 Education Leave

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

- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- (c) The Executive Director may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

13:08 Family Medical leave

An employee may be entitled to Family Caregiver Leave; Family Medical Leave and Personal Emergency Leave Days as provided for in, and in accordance with, the *Employment Standards Act*. If entitled such leave shall be granted in accordance with the requirements and rights as set out in the *Employment Standards Act*.

ARTICLE 14 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

14:01 The following is intended to define the normal hours of work for employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

14:02 Except where twelve (12) hour shifts are established by mutual agreement between the Employer and the Union, the working day for full time employees covered by this agreement shall consist of seven and one-half (7-1/2) hours, excluding meal periods, which shall be continuous and uninterrupted for a period of not less than one-half (1/2) hour each.

It is recognized that situations do arise in the Nursing Home setting and on such occasions employees may be requested to interrupt their lunch period, however, the time lost by such an interruption will be granted by alternate free time in the shift.

If and as twelve (12) hour shifts are continued or established, then it shall be on a presumption of appropriate modification to this Collective Agreement. Without restricting the generality of the foregoing, the following would be specifically noted.

The twelve (12) hour shift would include two (2) breaks of one-half (1/2) hour duration, one of which would be paid, and one of which would be unpaid. In addition, there would be a further fifteen (15) minute paid break.

Overtime is only paid if the employee works beyond the scheduled twelve (12) hours, or if the employee was entitled to overtime under the provisions of Article 14:03.

Where an employee regularly scheduled to work such twelve (12) hour shifts qualifies for statutory holiday pay, then the pay for the statutory holiday shall be based on the pay the employee would normally earn during the twelve (12) hours shift.

Where an employee is normally scheduled to work twelve (12) hour shifts, and is absent due to illness, then each twelve (12) hour shift shall be considered one and one-half (1-1/2) days of sick leave.

Either the Union or the Employer may discontinue the practice of twelve (12) hour shifts at any time by giving written notice to the other, and effective not later than thirty (30) days from the date of such notice, the practice shall be discontinued.

14:03 The Employer agrees to implement Master Time Schedule for all full time employees. Such Master Schedules will not be changed or amended without the written consent of the employee(s) concerned. The Union will be involved in the implementation of the Masters.

The parties recognize that due to funding and census, certain shifts may be deleted or added to and when such occurs, the parties will meet to discuss the impact on full time Masters.

When employees request vacation, stat days, lieu days etc., such days will be removed from their Masters but at no time would these Masters change due to these requests.

14:04 It is agreed that the intent of this agreement is to provide, as far as possible, work schedules for full time employees with five (5) work days in each week and ten (10) work days in each two (2) weeks, with the time off in each week being given, wherever possible, on consecutive days. It is further agreed that the arrangement of the work schedules is governed by the efficient operation of the Nursing Home.

If either full or part time employee(s) are scheduled to work six (6) consecutive days (but will not be required to work more than six (6)) the employee(s) shall be granted two (2) consecutive days off.

Notwithstanding the foregoing, employees working the night shift in the Nursing Department may make written request they be scheduled for seven (7) consecutive shifts. Upon receiving such request, the Employer may schedule the employee in such fashion, but nothing requires the Employer to schedule employees for more than six (6) consecutive days.

14:05 (a) There shall be paid fifteen (15) minute break period during each half of a full shift at times designated by the Employer or one (1) fifteen (15) minute break in each short shift of three and one-half (3-1/2) hours duration or more.

(b) If a shift of less than three and one-half (3-1/2) hours duration is scheduled, the employee working the shift shall still be entitled to three and one-half (3-1/2) hours pay.

14:06 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.

14:07 The Employer will give where possible without creating an overtime situation, each full time employee two (2) out of four (4) weekends off. Should full time employee be required to work more than three (3) weekends in succession he/she shall be paid at a rate of time and one-half (1-1/2) for the fourth (4th) and subsequent continuous weekends until weekend off is scheduled.

14:08 Employees desiring to leave the Home premises prior to normal quitting time, exclusive of meal periods, must obtain permission from their supervisor before leaving their work. Employees leaving early or arriving late may be penalized at the discretion of the Employer.

14:09 (a) Employees who report for work for which they are scheduled but for whom no work is available at his or her regular job shall, at the Employer's option, be paid four (4) hours time at his or her regular rate of pay, or be provided the opportunity of four (4) hours of work.

(b) The parties agree that if short term layoffs are necessary because of drops in occupancy, the Employer may cancel the least senior person with forty-eight (48) hours notice.

The least senior person affected by the layoff shall be the employee provided with forty-eight (48) hours notice. This employee shall advise if they intend to bump within one (1) hour of being notified. If the employee intends on bumping a less senior employee, they may do so, however, the displacing of a less senior employee will take effect the day following the date the initial shift was laid off.

14:10 The Employer shall post work schedules at least two (2) weeks prior to the effective date of the schedule which shall be in effect for at least two (2) weeks.

14:11 All employees shall be granted a minimum of fifteen and one-half (15-1/2) hours off between shifts. In the event that the Employer fails to schedule fifteen and one-half (15-1/2) consecutive hours off when shifts of duty are changed, any employee so effected shall be paid premium pay calculated at the rate of one and one-half (1-1/2) times his regular straight time rate of pay for all hours worked between the starting time and fifteen and one-half (15-1/2) hours since the end of the employee's last shift, unless such shorter period of time was mutually agreed to by the Employer and the employee concerned. It is agreed between the parties hereto that this clause is not applicable to dietary department, who are given a minimum of twelve (12) hours off between shifts.

14:12 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the Executive Director. In any event it is understood that such change initiated by the employee and approved by the Employer shall not result in overtime compensation or premium pay.

14:13 The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the employees affected or to accommodate a switch agreed to between employees as per section 14:12.

14:14 (a) In order to provide the Home with twenty-four (24) hours continuous service, employees may be required to work over three (3) shifts.

(b) Notwithstanding Part (a), the Employer will continue its existing practice in which employees are not required to rotate.

(c) If the Employer should require an employee or employees to rotate, then the employee shall receive shift premium of thirty cents (30¢) for each hour worked between 3:00 p.m. and 7:00 a.m. of the day following. Shift premium will not be paid for any hour in which an employee receives overtime premium, and shift premium will not form part of the employee's straight time hourly rate.

(d) **Weekend Premium**

The Employer will provide for a per hour weekend premium payable between the start of the shift commencing on or about 2300 hours Friday and the end of the shift ending on or about 2300 hours Sunday. Effective 1st pay period after ratification increase to **forty-five cents (45¢) at the start of the first pay period after ratification.**

14:15 (a) The workweek shall be deemed to commence at 11:00 p.m. on Sunday of each week.

(b) The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of the hours the shift occurred.

14:16 There shall be no split shifts for employees unless otherwise requested by or agreed to by the employee.

14:17 **Part Time Scheduling**

All part time employees shall be scheduled in advance when possible to do so.

(a) **Housekeeping: Laundry and Dietary**

For Housekeeping and Laundry areas, all scheduled hours shall be assigned equitably, within classification, and where applicable, shift, and the balance shall be distributed by seniority within classification, and where applicable, shift. Any work opportunities which subsequently become available shall be offered by seniority within classification, provided that by doing so, no obligation to pay overtime rates is created. If such an obligation is created, then the work opportunity shall be offered to the next senior employee for whom such work would be at straight time rates.

For the Dietary area, all scheduled hours shall be assigned equitably, within classification, and where applicable, shift, but where possible and presuming the availability and capability of the staff, the shifts of greater duration shall be assigned to the senior employees. The balance shall be distributed by seniority within classification, and where applicable, shift. Any work opportunities which subsequently become available shall be offered by seniority within classification, provided that by doing so, no obligation to pay overtime rates is created. If such an obligation is created, then the work opportunity shall be offered to the next senior employee for whom such work would be at straight time rates.

(b) **Nursing Department**

All available hours within the Nursing Department, using the Shadow System, shall be scheduled as follows and in accordance with Article 14:19 of the Collective Agreement:

1. **Schedule Time**

All full time nursing department employees shall have a part time nursing department employee work all his/her scheduled days off without changing the Shadow's regular weekends off and without creating an overtime situation unless management decides to do so.

2. **Call In**

Time becoming available after the schedule has been posted shall be offered in the following order:

- (1) Shadow Counterpart;
- (2) Employees working on the same shift in the same classification;
- (3) Department wide seniority;
- (4) Full time employees in non-overtime situation.

3. If more than two (2) full time nursing department employees are absent for more than 1 month for any reason, management has the right to use a casual nursing department employee to temporarily fill in as a "shadow".

4. The Employer will endeavour to give each part time employee two (2) out of four (4) weekends off unless otherwise agreed to by employer and employee.

5. By nursing department seniority, part time shadows shall annually choose the position line by January 17th. This will remain in effect for a period of twelve (12) months. If, for any reason, the full time or shadow position line is vacated/changed, the incumbent shall fulfill the prior obligation until the following January 17th.

14:18 Part time employees may be requested to work more than their regularly scheduled number of hours from time to time, for example during the summer months, at the

Christmas - New Year period, and on alternate paid holidays, or to replace an absent employee.

14:19 The Employer agrees that all employees, who report absent because of illness or injury, shall be replaced as soon as possible if replacements are available at straight time rates, so as to assure at least the same number of staff as was originally scheduled at any time. If a full time Nursing employee is absent (other than vacation) her "Shadow" shall have priority over all her hours for the first three (3) months of absence before the job is posted as temporary position.

14:20 Hours of Work and Overtime

"Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay."

An employee absent on paid time during her scheduled work week because of sickness or accident, WSIB, bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if they had worked their regular scheduled hours during such absence for the calculation of eligibility of overtime rates.

An employee required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequently regularly scheduled shift), shall receive at two (2) times her regular straight time hourly rate for such additional authorized overtime.

14:21 Overtime shall be voluntary. Overtime shall be offered in order of seniority among employees normally doing the work who are willing and qualified to perform the available work.

14:22 All employees, within classification, and as appropriate, shift, will be scheduled off on a rotational basis for either Christmas/Boxing Day or New Year's Evening/Day. Where, to accomplish the foregoing, the Employer identifies conflict with any other scheduling provision of this agreement, that conflict will be brought to the attention of the Union, and the Union will elect to either waive its rights under this provision, or under the other provision of the Collective Agreement.

14:23 When an employee is called into work on a non-scheduled shift, and where the call in is requested within one-half (½) hour of the starting time of the shift, and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in. If the employee reports for work within one (1) hour of the request for call in then the Employer will guarantee minimum of four (4) hours work.

14:24 The Employer undertakes and agrees that employees shall not be required to take time off in lieu of pay for overtime worked unless mutually agreed between the employee and the Employer.

14:25 The Employer undertakes and agrees to provide a meal, free of charge, to employees who are scheduled to work at least three and one-half (3-1/2) hours beyond their normal hours of work, providing the kitchen facilities are open, and available for same.

14:26 For those employees working a shift during which a change from daylight saving hours to standard time occurs or vice versa, such employees shall be paid for the hours actually worked, whether six and one-half (6-1/2) or eight and one-half (8-1/2) at straight time rates.

14:27 (a) There shall be no pyramiding of any premium pay (overtime and paid holiday pay, shift premium, etc.).

(b) If a situation arises in which, but for the restriction of part (a), an employee would have legitimate claim to two premiums, it shall be the employee's choice as to which of the premiums shall be paid.

14:28 If the Employer fails to call in an employee then the Employer shall call in the said employee as soon as practicable and assign the employee work which falls within the job description of the employee. It is understood that it is not a failure by the Employer to call in an employee if:

(i) the Employer calls the employee and the employee was not available; or

(ii) the employee had indicated that she was not available for a call in.

Failure to schedule the extra shift in that period, does not lead to the employee's losing the extra shift.

ARTICLE 15 - WAGES

15:01 The Employer shall pay salaries and wages bi-weekly for hours worked in accordance with the hourly wage rates set forth in schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions. Not later than January 1st, 1989, wages and deductions will be shown for the relevant pay period, and for the year-to-date. Supplementary pay and deductions and sick credits and the dollar value of vacation accumulation.

15:02 In the event that a new classification is created within the bargaining unit during the term of this agreement, the Employer agrees that the Executive Director and the President of the Union shall meet to discuss the job content and the wage rate for such classification not later than thirty (30) days after it is implemented. If the parties fail to agree on such new rate, the matter shall be referred to Arbitration as herein provided, provided that the Employer may assign the interim rate pending such negotiations and arbitration.

15:03 The regular pay days shall be every second Thursday and shall be for work done in the two (2) weeks ending on the Sunday prior to the Sunday which precedes the pay day.

The said wages shall be deposited to the credit of the employee in the financial institution of the employee's choice.

15:04 Where as the result of the Employer's error an employee receives a regular pay deposit that is less than the amount to which they would otherwise be entitled, and where the amount in error exceeds one hundred dollars (\$100.00), then the Employer will make the payment as soon as practical, but no later than five (5) days after the matter has been brought to the Employer's attention.

If the amount owing is less than one hundred dollars (\$100.00), the correction shall normally be made on the next regular pay day.

15:05 Full time employees will progress through the wage grid for their position classification based on their seniority, as defined under Article 11:01.

Part time employees will progress through the wage grid for their position classification in accordance with hours worked, as defined under Article 11:01.

15:06 Part time employees shall be paid for all hours worked in accordance with the rates specified in Schedule "A". In addition, they will be paid money in lieu of the following benefits payable to or for full time employees depending upon their date of hire (see Schedule "A"):

1. Health and Welfare Benefits as specified under Article 18.
2. Sick leave as specified under Article 19.

15:07 Recent Related Experience

Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one year's movement on the grid for each one years' experience. Where the experience is part time one year equals 1,800 hours worked.

ARTICLE 16 - PAID HOLIDAYS

16:01 Full time employees shall receive the following paid holidays:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day – July 1st

Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

The employer will provide one (1) non-premium float day to all employees, annual float day to all employees to be taken before end of the year. Specifically part time employees will be paid for the number of hours normally worked per scheduled shift. The float may be taken at any time providing the employee arranges the replacement

according to facility policy and receives written approval from the employer in advance. The Employer reserves the right to deny such requests based on the ability to ensure efficient operation of the facility.

- 16:02 If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not a statutory holiday which has not yet been observed in the year in question and which is mutually agreed by the Union and the Employer. The intent is that there will be no more than the number of paid holidays per calendar year set out in this agreement for the duration of this agreement.
- 16:03 Holiday pay for full time employees will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at her regular rate of pay.
- 16:04 Part time employees will be paid for those paid holidays listed in Section 16:01 as follows:
- (a) for a part time employee who has worked on at least ten (10) shifts of the twenty-eight (28) days preceding the holiday and who works on the paid holiday, pay at the rate of two and one-half (2-1/2) times the employee's regular rate of pay for work performed on such holiday;
 - (b) for a part time employee who has worked on at least ten (10) shifts of the twenty-eight (28) days preceding the holiday and who does not work on the paid holiday, pay at the employee's regular rate of pay for the number of hours normally worked per scheduled shift;
 - (c) for a part time employee who has not worked on at least ten (10) shifts of the twenty-eight (28) days preceding the holiday and who works on the paid holiday, pay at the rate of one and one-half (1-1/2) the employee's regular rate of pay for work performed on such holiday;
 - (d) for a part time employee who has not worked on at least ten (10) shifts of the twenty-eight (28) days preceding the holiday and who does not work on the paid holiday, no pay.
- 16:05 If any full time employee is scheduled to work on any paid holiday, he or she may elect either.
- 1. Pay at one and one-half (1-1/2) the employee's regular rate of pay for work performed on such holiday in addition to the employee's holiday pay; or
 - 2. Pay at the rate of time and one-half (1-1/2) the employee's regular rate of pay for work performed on such holiday and an alternative day off with holiday pay either fifteen (15) days prior to, or thirty (30) days following the holiday, providing such day off with pay must be taken prior to the next paid holiday and

provided further that in the case of a probationary employee the day off with pay may only be taken after the holiday.

3. A full time employee may accumulate up to five (5) paid holidays to be taken as floaters. The accumulated paid holiday(s) may be taken at any time providing that the employee requests the time off and:

(i) in the event the request is made at least one (1) week in advance of the posting of a schedule, the employee receives written approval in advance; or

(ii) for other times, the full time employee arranges the replacement according to facility policy and receives written approval in advance.

The employer reserves the right to deny requests based on the ability to ensure efficient operation of the facility.

4. Notice of any election required by this section 16:05 must be made by the employee in writing on a form available from the Executive Director prior to the end of the pay period in which each such holiday falls and prior to the posting of the vacation schedule. Pay for such days shall be at the rate the employee would have been paid at the time the paid holiday(s) respectively occurred.

5. No employee shall be scheduled to work any more than six (6) paid holidays in any year commencing on May 14th in one year and ending on May 13th in the following calendar year unless they exercise the option of item 3. It is understood that the ability of the Employer to comply with these provisions is dependent on staff complement, the availability of staff and the proper and efficient operation of the Nursing Home.

16:06 In order to qualify for holiday pay an employee must work her full scheduled shift immediately preceding and immediately following the holiday except where the employee is absent due to illness or injury or approved leave of absence with pay. If the employee is absent on a paid holiday when scheduled to work she shall forfeit all pay for the holiday unless due to illness or injury or approved leave of absence with pay.

16:07 In the case of illness or injury, employees shall be paid for those paid holidays falling within the period from the commencement of such illness, and according to the following formula, provided an employee has sick leave credits available. Such payments for paid holidays shall not be charged to sick leave credits.

Length of Seniority	Period Entitlement
1 year or more but less than 5 years	30 days
5 years or more but less than 10 years	60 days
10 years or more but less than 15 years	90 days
15 years or more	120 days

- 16:08 (a) In the event a holiday as specified in section 16:01 falls within an employee's vacation period, it shall be mandatory to extend the vacation period by one (1) working day with holiday pay.
- (b) If the holiday occurs on an employee's day off, the employee will be granted a day off with holiday pay at a time mutually agreed upon between the employee and the Executive Director or the director of nursing as applicable.

ARTICLE 17 - VACATIONS

17:01 Employees who have completed probation and have been in the continuous service of the Employer for a period of less than twelve months, shall be entitled to one (1) vacation day per month to a maximum of ten (10) days. Vacation pay shall be at four percent (4%) of earnings during the vacation year.

17:02 Every employee shall be granted an annual scheduled vacation with pay according to his credited continuous service as follows. Percent and time entitlement become effective on the employee's Anniversary date of hire.

- (a) An employee who has completed one (1) year of continuous service shall receive two (2) weeks vacation.
- (b) An employee who has completed three (3) years of continuous service shall receive three (3) weeks vacation.
- (c) An employee who has completed eight (8) years of continuous service shall receive four (4) weeks vacation.
- (d) An employee who has completed fifteen (15) years of continuous service shall receive five (5) weeks vacation.
- (e) Effective in the 2016 vacation year, an employee who has completed twenty-two (22) years of continuous service shall receive six (6) weeks vacation.
- (f) Effective in the vacation year commencing in 2008, an employee who has completed twenty-eight (28) years of continuous service, shall receive seven (7) weeks vacation.
- (g) Every employee who does not otherwise qualify under the provisions of this section shall be paid in accordance with the Employment Standards Act.
- 17:03 (a) The vacation week shall be Monday to Sunday.
- (b) All employees' vacation pay will be based on two percent (2%) of gross earnings during the twelve (12) months immediately preceding April 30th in each year for each week of entitled vacation. Gross earnings means all wages for paid hours, and in addition shall be deemed to include an amount equal to any payment under the weekly indemnity plan.

Example: two weeks - 14 calendar days and 4% of gross pay three weeks - 21 calendar days and 6% of gross pay four weeks - 28 calendar days and 8% of gross pay five weeks - 35 calendar days and 10% of gross pay six weeks - 42 calendar days and 12% of gross pay.

- (c) All employees may use one week of vacation in units of days. For this purpose, five (5) working days will equal one week of vacation. Employees may request time off on any day of the week, provided they give advance notice, consistent with the employer's obligation to post work schedules at least two (2) weeks prior to the effective date of the schedule, and provided that in accommodating a request, or requests, the operations of the facility are not unduly disrupted.

17:04 All normal deductions made from an employee's pay will be made from the vacation pay. Vacation pay shall normally be issued on the last pay day prior to the commencement of the employee's vacation period.

An employee may request, by April 15th, the payment of their earned vacation pay to be paid out on the first complete pay period in May.

All full time employees are required to take a minimum of three (3) weeks vacation during the vacation year (May 1st - April 30th). Failure to request their minimum three (3) weeks vacation will result in the Employer scheduling the unused vacation period prior to the end of the vacation year (April 30th).

17:05 Vacations are not cumulative from year to year. Employees may request in writing on a quarterly basis (specifically, after the first full pay in April, the first full pay period in July, the first full pay period in October), the status of their vacation bank.

17:06 In order to ensure seniority is recognized explicitly for selection of vacations, the Employer will post a vacation planner on March 1st showing each employees entitled vacation and the first five (5) senior employees will select their preferences. Once selected, they shall be so designated on the planner. The next five (5) senior employees shall select, be approved and posted, and so on down the list. Each department will develop their own procedures, but selection will be done within five (5) calendar days for each grouping. Employees will be limited to a total of four (4) weeks of vacation during the period June 20th to September 10th.

The periods at which employees shall take vacation shall be based on the selection by the employees according to home-wide seniority in each position within the department, but shall be finally determined by the Executive Director or the Director of Nursing as applicable having due regard for the proper and efficient operation of the Nursing Home. The vacation period shall be from May 1st to April 30th.

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

However, vacations in periods other than as stated herein may be granted on mutual agreement between the Executive Director or the Director of Nursing as applicable and the employee concerned, and such request shall not be unreasonably withheld. This does not apply to the Christmas - New Years period (December 15th to January 8th).

Subject to the staffing requirements of the facility, if any employee wants to cancel her approved vacation, she must do so at least two (2) weeks prior to the posting of the work schedule. The Employer shall post a notice on the Union bulletin board for a period of five (5) calendar days. This will not result in any further postings. Requests for such vacation time will be filled on the basis of seniority when the posting is removed.

17:07 For the purpose of this article continuous service as it appears in this article shall mean unbroken employment and shall be calculated with reference to the following:

1. The number of calendar years since the date of last hire. Percent and time entitlement become effective on the employee's anniversary date.
2. For the purposes of subparagraph 1, employment shall not be considered broken by reason of:
 - (a) approved leave of absence paid for by the Employer;
 - (b) approved leave of absence without pay for up to one (1) month;
 - (c) vacation and paid holidays;
 - (d) scheduled days off;
 - (e) layoff;
 - (f) suspension;
 - (g) absence because of illness or injury for not more than one (1) year in any calendar year from October 1st in one year to September 30th of the following year.
3. If employment is considered broken the appropriate adjustments are to be made in calculating the length of continuous service.

17:08 Employees' vacation entitlement will be posted on the first of March in each year.

17:09 (a) If an employee is prevented from commencing their vacation by proven illness or injury, they may take their vacation at a later date by mutual arrangement with the employer.

(b) Where an employee commences their vacation period, and subsequently suffers an illness or injury requiring they be hospitalized for at least twenty-four (24) consecutive hours, then at the choice of the employee, the period of such hospitalization may be considered sick leave, and a portion of the employee's vacation which was lost due to the hospitalization shall be rescheduled as specified in part (a). For greater clarity, each twenty-four (24) hour period spent in a hospital shall result in one day of vacation being rescheduled.

17:10 The Employer agrees to notify employees within seven (7) days verifying or denying special vacation requests (other than on the regular vacation list).

ARTICLE 18 - HEALTH AND WELFARE BENEFITS

Enrolment

An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enroll in the benefits under any one of the following conditions:

- (i) A life changing event, such as divorce or death of a spouse;
- (ii) When an employee transfers from a part time classification to a full time classification.

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

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

18:01 Effective February 1, 2016, one hundred percent (100%) of the premium cost of a Life Insurance plan, providing thirty thousand dollars (\$30,000.00) Life Insurance for all employees.

18:02 The Employer shall pay one hundred percent (100%) of the Manulife Extended Health Plan (\$10 - \$20 deductible) for all employees eligible under the plan who apply for such coverage. Effective July 1st, 1997, this Plan shall provide for generic drugs unless otherwise specified by the physician. Further, it is the employee's responsibility to ensure that their physician and pharmacist are aware of this. The Plan will include semi-private hospital coverage without maximum (effective May 15th, 1997, semi-private coverage becomes ward coverage), such coverage to end December 31st, 2007. The Plan will include para-practitioner coverage with annual cap of \$1,000 for all para-practitioners combined.

Effective January 1st, 2008, add a drug card, positive enrolment, \$1.00 co-payment per prescription, prescription drugs which by law must be prescribed by a licensed physician, generic substitution unless specifically prescribed otherwise by the doctor, a cap on the dispensing fee of seven dollars, fifty cents (\$7.50) per script, where not now in existence and no annual deductible or lifetime maximum for drugs.

Effective upon ratification (June 11, 2021) the employer shall provide Hearing Aid coverage of \$350 every five (5) years.

18:03 Vision Care

The Employer agrees to pay one hundred percent (100%) of a Vision Care Plan (equivalent to the Manulife 120/24 Plan) for eligible full time employees, single or

family coverage as requested. The Employer agrees to pay the full cost of repair or new glasses if necessary resulting from damage to an employee's glasses in an incident with any of the residents.

Effective January 1, 2018, increase the existing vision care benefit to \$300 every 24 months. This amount can be used towards laser eye surgery. Eye exam status quo.

An eye exam once per 24 month period is in addition to the \$300 vision care coverage.

18:04 Dental Plan

Effective July 1st, 1990, a basic Dental Plan will be established. The Plan will be equivalent of a Blue Cross No 7 Plan, and subject to the following criteria:

- a \$25/50 single/family deductible;
- a \$1,000 per person per year maximum benefit;
- Reimbursement will be based on the previous year's ODA Fee Schedule, as amended from time to time;
- the Employer will contribute 50% of the premium;
- as a condition of participation, the employee will contribute 50% of the premium by payroll deduction.

As soon as possible following "date of ratification" amend Dental Plan to reflect Fluoride Treatments will be covered only for persons under the age of eighteen (18) years.

As soon as possible following "date of ratification" amend Dental Plan to reflect that for persons eighteen (18) years and older, recall is on nine (9) month basis.

As soon as possible following "date of ratification" amend Dental Plan to reflect that bit wing x-rays will be covered only every twenty-four (24) months for adults and nine (9) months for children.

18:05 Probationary employees shall not be entitled to the benefits and shared cost arrangements outlined above. It is understood that there may be a qualifying period established by the Insurer or Carrier or a time lapse for the processing of forms, etc., and accordingly the employer agrees to complete and file necessary forms in a timely fashion so as to ensure as much as possible that there is not a lapse in entitled coverage.

18:06 The Home may at any time substitute another Carrier for any Plan provided that the benefits provided thereby are equivalent to the current benefits. The Employer will supply the Union such necessary information as the Union might require to determine the equivalency. If superior benefits are established, those benefits become the current benefits for purpose of this sub article.

18:07 In the event the Employer considers changing the carrier or health and welfare benefits in place as of the "date of ratification", Green Shield will be invited to submit a proposal.

18:08 An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enrol in the benefits under any one of the following conditions:

- (i) A life changing event, such as divorce or death of a spouse;
- (ii) When an employee transfers from a part time classification to a full time classification.

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

18:09 Once an employee reaches age seventy (70) and she continues to be employed her benefit coverage, including WI, will cease and she shall automatically receive in lieu of benefits as set out in Schedule A.

ARTICLE 19 - SICK LEAVE

19:01 Effective upon completion of their probationary period, all full time employees shall be covered by a weekly salary indemnity plan as follows:

Effective October 1st, 1983, employees shall accumulate sick leave credits to an overall maximum of eighteen (18) days on the following basis:

- Employees with more than one (1) year of service shall accumulate at the rate of one and one-half (1-1/2) days per month of service;
- Employees with less than one (1) year of service who have completed their probationary period shall accumulate at the rate of one (1) day per month of service;
- Employees hired since October 1st, 1983, shall be credited with three (3) days upon completion of their probationary period.

Accumulated sick days shall be used to compensate for wages lost during the first seven (7) calendar days of illness.

Effective October 1st, 1983, a Weekly Indemnity Plan shall be implemented. Salary indemnity shall be 66-2/3% of wages lost from and including the first day of accident or hospitalization and the eighth (8th) day of illness. Such coverage shall continue for a period of seventeen (17) weeks. The Employer shall pay 100% of the premium of the Indemnity Plan.

- 19:02 (a) Employees who report sick must notify the Employer at least one (1) hour before the start of the shift. Such reporting will only be required once at the start of the illness. Employees must report to the Director of Nursing whenever possible within reasonable time prior to their reporting for duty.
- (b) Employees returning to work from sick leave or Workers' Compensation shall resume their regularly scheduled hours as soon as possible. It is recognized this may displace other employees from their scheduled hours.

19:03 Employees may be required to produce proof of sickness for any absence in the form of a medical certificate at the discretion of management. After more than three (3) days absence due to illness or injury, a medical certificate will be required before the employee resumes duty. Such medical certificate must indicate that the employee was unfit to perform his/her duties and is now fit to resume his/her duties. Failure to produce a certificate when required may result in non-payment of sick benefit for the time of absence.

19:04 A full time employee who is transferred under the terms of this agreement to part time employment, shall retain their sick leave bank.

Such sick leave bank may be utilized only in the event that the employee is transferred under the terms of this agreement to full time employment, in which case the entire sick leave bank shall be placed to the credit of the employee, and utilized in accordance with Article 19:01.

19:05 If the Employer requires a doctor's certificate in accordance with past practice, the Nursing Home Act or the Collective Agreement, and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.

ARTICLE 20 - BEREAVEMENT LEAVE

20:01 When 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) consecutive calendar days surrounding the date of death or the date of the funeral. The employer will pay the employees regular rate of pay for all regularly scheduled working hours lost during this bereavement period. When an employee's vacation is interrupted due to a death, the employee may substitute their bereavement entitlement for a like number of scheduled vacation days. Such vacation days may be scheduled with mutual agreement of the employer and employee. It is further agreed that any employee may use one of the bereavement days as a memorial day at their discretion.

Bereaved employees may request additional leave, to a maximum of five (5) days, and without pay, for the purpose of travel and/or other matters related to the bereavement.

20:02 Immediate family shall be defined as: spouse, child (including stepchild), parent (step-parent), brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, mother or father.

It is understood that the word "spouse" includes same-sex partner and a common-law spouse, provided that the relationship, at the time of the bereavement, involved common cohabitation, representation in the community, and a relationship which had been established for at least one (1) year.

20:03 In the case of the death of an employee's aunt, uncle, niece, nephew, or grandparent of spouse, the leave will be limited to the day of the funeral. The employee will be paid for such one day leave, if scheduled to work.

ARTICLE 21 - UNIFORMS

21:01 All employees requested by the employer to wear a uniform shall be paid a uniform allowance of seven cents (7¢) per hour worked and shall report for duty in a regulation uniform. Effective August 26th, 2006, change quantum by adding one cent (1¢) per hour.

ARTICLE 22 - GENERAL

22:01 Whenever the singular or masculine is used throughout this agreement, it shall be construed as meaning the plural or feminine or neuter gender where the context of the parties hereto so requires.

22:02 This agreement will be printed in booklet form by the Union and the cost of preparing such booklet in the number required by the Employer and the Union will be shared equally by both parties.

22:03 It is understood and agreed that the employees who have attained age 65 shall be subject to annual review by the Employer to determine whether they are capable of performing their assigned duties. If such employees are capable of performing their assigned duties their employment shall be continued, until such time as they are not so capable and at which time they shall be retired.

22:04 It is understood and agreed that the operation of the Nursing Home is governed by the Nursing Homes Act of Ontario and the regulations thereunder.

22:05 It shall be the responsibility of the employee to keep the Employer and the union informed of his current address, in case it is necessary to notify any employee of any matter under this agreement. Notice may be given personally or by prepaid registered post addressed to the employee at his last address shown on the seniority list on the payroll of the Employer, and such notice shall be deemed to have been given three (3) business days after delivered to the postal authorities.

22:06 Union Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees and the Union Membership. All such notices must be submitted to the facility's Executive Director for approval prior to posting. Such approval shall not be unreasonably withheld.

ARTICLE 23 - RETIREMENT BENEFIT

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

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

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

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

Eligible employees means full time and part time employees in the bargaining unit upon completion of probation.

- 23.02 Each eligible employee covered by this collective agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- 23.03 The employee and employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- 23.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of the benefits provided by the Plan or be responsible for providing any such benefits.
- 23.05 The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

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

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

The information required to be provided by the employer may be provided by the employer in the form normally maintained by the employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the employer for access to the required information. This may include the employer providing such information at reasonable cost to the Plan. If the Administrator and the employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants or auditors, shall be retained at the expense of the Plan to obtain such information from the employer's files.

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

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

For further specificity, the items required for each eligible employee by Article 23 of the agreement are:

- (i) to be provided once only at Plan Commencement:
 - Date of Hire
 - Date of Birth
 - Date of First Remittance
 - Seniority List (for purposes of calculations of past service credits).
- (ii) to be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
- (iii) to be provided once, and if status changes:
 - Address to be provided to the Home
 - Termination date when applicable
- (iv) to be provided once and if they are readily available:
 - Gender
 - Marital status
- (v) to be provided once and if status changes:
 - full address as provided to the Employer
 - termination date where applicable (MM/DD/YY)
 - Gender
 - Marital status
- (vi) to be provided annually but no later than December 1st:
 - current complete address listing

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

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

23:08 Any administrative costs shall be deducted from the individual's funds on deposit.

23:09 **Pension**

Where legislation of the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 23:00 will be added to the employee's wages.

ARTICLE 24 - HEALTH AND SAFETY

- 24:01 1. The employer and the union agree that they mutually desire to maintain standards of safety and health in the home in order to prevent injury or illness. There shall be two representatives on the Committee from the Unifor bargaining unit, one of whom shall be certified.
2. A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once per month unless mutually agreed otherwise. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies sent to the employer and the Unit Chairperson.
3. There shall be two (2) co-chairs for the committee: one (1) selected by the employees by the various bargaining units and one (1) selected by employees who are not represented by unions and who do not exercise managerial functions.
4. Two (2) representatives from the joint health and safety committee, one from management and one from employees on a rotating basis designated by the employees, shall make monthly inspection of the workplace and equipment and shall report to the health and safety committee the results of their inspections. In the event of critical accident or injury, such representatives shall be notified immediately and shall investigate and shall report as soon as possible to the committee and to the employer on the nature and the causes of the accident or injury. Furthermore, such representatives must be notified in the inspection of Ministry of Labour Inspector and shall have the right to accompany him on his inspections. Schedule times spent in all activities shall be considered as time worked.
5. **Residents Having Serious Infectious Diseases**
The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these

circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

6. Each year on April 28th, at 11:00 a.m., one minute of silence may be observed in memory of workers killed or injured on the job. The union and employer agree resident safety shall not be affected.
7. 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 (i.e. gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, when 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).
8. The parties agree that if incidents involving aggressive clients action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management committee will include aggressive residents.
9. **Lockout and Machine Guarding**
The Employer shall ensure that all equipment is locked out and guarded. The Joint Health and Safety Committee shall develop a lockout and test procedure and machinery-guarding program. All employees who may be at risk will receive training specific to their job.
10. **Injured Workers Provision**
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 his/her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to his/her home as indicated.
11. The Joint Health and Safety Committee and the representatives thereof shall have reasonable access of the annual summary of data from the Workplace Safety and Insurance Board relating to the number of lost work day cases, the number of non-fatal cases that required medical aid without lost work days, the incidents of occupational injuries, and such other data as the Workplace Safety and Insurance Board may decide to disclose.
12. The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
13. The parties agree to abide by the Occupational Health and Safety Act.

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

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

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

24:02 Staff Abuse

The parties agree that abuse and/or threatening behaviour from residents and family members to staff must be addressed. The Employer supports an environment in which staff are treated with dignity and respect. There will be no backlash or retaliation for lodging a complaint, or participating in an investigation, in good faith. Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse. The parties further agree that the Long Term Care environment contains residents who, through no fault of their own, exhibit behaviours and actions that are unwelcome to staff. The workplace is built around managing these behaviours to the benefit of both the residents and the staff.

It is agreed that when an employee is faced with abuse from a resident it may be necessary for that employee to leave the threatening situation and immediately notify her supervisor, who will assess the situation in a timely manner and give further direction. It is agreed that no employee will be obligated to work one-on-one until a satisfactory resolution has been reached.

In the event that a resident knowingly continues with the harassment following the above procedure, further action will be taken which may include the staff member being given the opportunity to voluntarily transfer, without penalty or loss of income, to a different work area or be assigned a different resident. Where the employee is not satisfied with the intervention, the employee may raise the matter with the Unit Chairperson, or designate. She, in turn, may discuss the matter with the Administrator in an attempt to reach a mutually agreeable resolution.

24:03 Influenza

It is the policy of the Employer that all employees shall be required, on an annual basis, to be vaccinated for influenza and/or to take antiviral medication for influenza. If the costs of such medication are not covered by some other source, the Employer will pay the cost for such medication.

If the employee fails to take the required medication, he or she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been cleared by Public Health or the Employer to return to the work environment. The only exceptions to this would be:

- (i) If an employee is pregnant; and
- (ii) Upon written direction from the employee's physician for an employee for whom taking the medication will result in the employee being physically ill to the extent that he or she cannot attend work;

In which case the employee will be entitled to use banked holidays or other banked lieu days, and thereafter vacation days, and thereafter leave without pay until such time as the employee has been cleared by Public Health or the Employer to return to the work environment.

If the employee gets sick as a reaction to the drug to the extent that he or she cannot attend work or has a severe allergic reaction and applies for WSIB the Employer will not oppose the application.

24:04 **Joint Return to Work**

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

Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry program for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Labour Market Re-Entry program will include a statement that the Employer will make reasonable effort to provide modified duties.

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

ARTICLE 25 – HARASSMENT/BULLYING POLICY IN RESPECT OF UNIFOR MEMBERS

25:01 1. **Policy**

Harassment/Bullying prohibited by the Ontario Human Rights Code including sexual harassment/bullying is offensive, degrading and threatening. The Employer and Unifor do not tolerate any form of prohibited

harassment/bullying. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. **What is Harassment/Bullying?**

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

Harassment/bullying means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome. Every employee has the right to freedom from harassment/bullying in the workplace by the employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same sex partnership status, family status or handicap.

3. **Responsibilities**

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

All staff members, volunteers and persons with practicing privileges are informed that harassment/bullying, including sexual harassment/bullying, 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/bullying with the complainant and Unifor.

All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment/bullying may occur as a result of one (1) incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment/bullying to occur.

The following examples could be considered as harassment/bullying but are not meant to cover all potential incidents:

- Name calling;
- Racial slurs or jokes;
- Mimicking a person's accent or mannerisms;
- Offensive posters or pictures on paper;
- Repeated sexual remarks;
- Physical contact that could be perceived as degrading;
- Sexual flirtation, advances, propositions;
- Leering;
- Comments about a person's sex life;
- Innuendo, gestures or taunting about a person's body, disability, attire or gender.

- Any form of violent behaviour.
4. The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

Procedure

The Employer and Unifor are responsible for advising a complainant when this policy applies; providing education regarding harassment/bullying, clarifying options available, identifying and assisting complainants in obtaining counselling, facilitating in the resolution process and informing the complainant of his or her 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 the complaining that he or she has 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/bullying (or retaliation for having brought forward a complaint of harassment/bullying) 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 alleged to be responsible for the conduct of harassment/bullying and will attempt to resolve the matter informally.
4. If the harassment/bullying 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. The Employer and Unifor will attempt an internal resolution between the complainant and the respondent.
7. Where the joint investigation results in a finding that the complaint of harassment/bullying is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel files 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 by the complainant will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved in Step 2 of the grievance procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.
11. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

Violence Against Women

The parties hereby recognize and share the concern that women may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to the 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.

ARTICLE 26 – DURATION

- 26:01 This agreement shall be in effect from December 27th, 2019 up to and including December 26th, 2022 and shall continue in full force and effect until a new agreement is reached either during negotiations, conciliation or arbitration proceedings as required by the Ontario Labour Relations Act and/or for the Hospital Labour Disputes Arbitration Act of Ontario.
- 26:02 In the event that either party gives written notice to amend the agreement within ninety (90) days prior to December 26th, 2022 negotiations shall commence not later than fourteen (14) days after the date of such written notice.
- 26:03 **Preparation of Collective Agreement**
The Union will prepare final drafts of the Collective Agreement and provide the same to the Employer. The Employer will review the said documents and return them to the Union within sixty (60) days. The parties to split the cost of printing the Collective Agreement.

SCHEDULE "A" – CLASSIFICATIONS & WAGE RATES

Wage increases for all classifications: December 27, 2019 – 1.5% (retroactive)
 December 27, 2020 – 1.5% (retroactive)
 December 27, 2021 – 1.5%

CLASSIFICATION	STEP	Old Rate	Dec. 27/19 +1.5%	Dec. 27/20 +1.5%	Dec. 27/21 +1.5%
Registered Practical Nurse	Prob	24.189	\$ 24.552	\$ 24.920	\$ 25.294
	Start	24.432	\$ 24.798	\$ 25.170	\$ 25.548
	1 year	25.397	\$ 25.778	\$ 26.165	\$ 26.557
	2 years	26.527	\$ 26.925	\$ 27.329	\$ 27.739
Cook	Prob	20.843	\$ 21.156	\$ 21.473	\$ 21.795
	Start	21.085	\$ 21.401	\$ 21.722	\$ 22.048
	1 year	22.058	\$ 22.389	\$ 22.725	\$ 23.066
	2 years	22.933	\$ 23.277	\$ 23.626	\$ 23.981
Health Care Aide	Prob	19.759	\$ 20.055	\$ 20.356	\$ 20.662
	Start	20.000	\$ 20.300	\$ 20.605	\$ 20.914
	1 year	20.922	\$ 21.236	\$ 21.554	\$ 21.878
	2 years	21.823	\$ 22.150	\$ 22.483	\$ 22.820
Nurse Aide Activity Aide	Prob	19.479	\$ 19.771	\$ 20.068	\$ 20.369
	Start	19.720	\$ 20.016	\$ 20.316	\$ 20.621
	1 year	20.683	\$ 20.993	\$ 21.308	\$ 21.628
	2 years	21.528	\$ 21.851	\$ 22.179	\$ 22.511
Dietary Laundry Aide Housekeeping	Prob	19.279	\$ 19.568	\$ 19.862	\$ 20.160
	Start	19.522	\$ 19.815	\$ 20.112	\$ 20.414
	1 year	20.433	\$ 20.739	\$ 21.051	\$ 21.366
	2 years	21.356	\$ 21.676	\$ 22.001	\$ 22.332
Maintenance	Prob	16.442	\$ 16.689	\$ 16.939	\$ 17.193
	Start	16.691	\$ 16.941	\$ 17.195	\$ 17.453
	1 year	17.609	\$ 17.873	\$ 18.141	\$ 18.413
	2 years	18.402	\$ 18.678	\$ 18.958	\$ 19.243

Probationary rate is 20 cents (20¢) per hour less than the start rate.

A Health Care Aide means an employee working within the Nurse Aide's classification who possesses a certificate or diploma from a duly accredited and recognized institution.

Where an employee working within the Activity Aide Classification possesses a Health Care Aide Certificate, or some greater relevant qualification, the employee shall be paid at the Health Care Aide rate.

Retroactivity

All wage increases and pay equity adjustments shall be fully retroactive and applicable to all hours paid by the Employer. Retroactive payment will be made by separate cheque within two (2) full pay periods following notice of ratification by the Union, and will include a breakdown of hours. Employees having left their employment will be notified by pre-paid post addressed to their last known address on record and shall have sixty (60) calendar days to claim their retroactive payment, failing which they shall forfeit said entitlement.

Money In Lieu

Part time employees will be paid in accordance with Schedule "A". In addition, they will be paid money in lieu according to the following:

Effective January 1st, 1990, persons employed in a part time capacity will be paid money in lieu of the premium based benefits specified under Article 18, or in lieu of the sick leave specified under Article 19:01.

For those full time employees employed as of December 31st, 1989, and who subsequently become part time, or for those persons employed as of that date, and who are classified as part time employees, then in either case if the individual is classified as a part time employee, the payment shall be \$1.00 per hour worked. Effective December 27, 2017, this amount will be increased to one dollar and five cents (\$1.05) per hour.

For persons hired on or after January 1st 1990, if they are classified as part time employees, the payment shall be sixty cents (60¢) per hour worked. Effective December 27, 2017, this amount will be increased to sixty-five cents (60¢) per hour.

In either case, money in lieu is paid only upon the successful completion of the probationary period.

Weekly Indemnity

The Employer agrees to pay twenty-five dollars (\$25.00) per four (4) week period for any and all staff who were on Weekly Indemnity a minimum of six (6) weeks between May 27th, 2001 and the date of ratification. Four (4) week periods cannot pyramid and will only qualify in extended blocks.

LETTER OF UNDERSTANDING #1 - RE: ABSENCE FROM WORK DUE TO DISABILITY AND ELIGIBILITY TO PARTICIPATE IN CERTAIN BENEFITS

This letter defines an employee's entitlement to certain benefits while the employee is absent from work because of disability. For the life of the Agreement, it overrules any provision of the Agreement with which it might be in conflict.

1. An employee who is absent from work because of illness, injury or other disability, and which illness, injury or disability is compensable within the meaning of the Workplace Safety and Insurance Act, shall be entitled to continue to participate in those premium based benefit plans in which they were enrolled at the time they were first absent, subject to the following qualifications:

- This entitlement shall continue for the balance of the calendar month in which the employee was first absent, and the subsequent twenty-four (24) calendar months, and;
- The employee continues to pay their contributions, if any, for the premium based benefit plans.

Based on those two qualifiers, the Employer will continue to pay its contribution to the premiums of such premium based benefit plans.

Further, such employee is eligible to continue participation in the Retirement Benefit during the absence, subject to the following qualifications:

- The employee must pay their contribution, and the Employer will thereafter match that contribution.

2. An employee who is absent from work because of illness, injury or other disability, and which illness, injury, or disability is not compensable within the meaning of the Workplace Safety and Insurance Act, shall be entitled to continue to participate in those premium based benefit plans in which they were enrolled at the time they were first absent, subject to the following qualifications:

- This entitlement shall continue for the balance of the calendar month in which the employee was first absent, and the subsequent six (6) calendar months, and;
- The employee continues to pay their contributions, if any, for the premium based benefit plans.

Based on those two qualifiers, the Employer will continue to pay its contribution to the premiums of such premium based benefit plans.

3. In addition to the foregoing, where an employee makes application for the disability waiver of life insurance benefit, as provided by the insurance carrier,

and is accepted, then a further six months of entitlement will be provided. (For clarity, an individual is only entitled to the disability waiver of premium benefit when their physician certifies them as totally disabled and that certification is accepted by the carrier.)

4. Once entitlement under part 1 or part 2, as the case may be, is exhausted, then entitlement under part 3, if any, would apply, and would be in addition to the entitlement under either part 1 or part 2. (It is noted that the disability waiver of premium application must be made in the fourth month of absence)
5. Once these time periods have elapsed, the employee has no further right to participate in any premium based benefit plans until and unless they return to active employment.

All periods of time shall be calculated based on the individual's continuous period of absence from employment, it being noted that continuous absence is only interrupted where the employee is actively at work for a continuous period of seven (7) consecutive calendar days. Actively employed means that the employee was attending work, and performing work for which they earned wages. Seven (7) consecutive calendar days means that the employee must have attended work, and seven (7) consecutive calendar days later, have still been actively employed, without a further break in employment occurring. For further clarity, any days which fall within the seven (7) consecutive days, but which are not scheduled work days, do not constitute a break in employment.

LETTER OF UNDERSTANDING #2 - RE: RAI RESULTS

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual RAI results. The Employer agrees to provide the Union with staffing levels, the impact of related payroll costs on staffing levels, and a written notice of the RAI results for the facility.

The purpose of this meeting is to discuss the impact of the RAI changes on the staffing of the facility and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

LETTER OF UNDERSTANDING #3 - RE: EIGHT (8), NINE (9), TEN (10) DAY OPTION FOR FULL-TIME EMPLOYEES

The parties agree to the following:

1. All full time employees who have at least two (2) years seniority shall have the option to elect to work eight (8), nine (9) or ten (10) shifts per pay period.

Selections to be submitted by November 15th for the following year and shall begin on or around January 15th of each year. This option must be renewed or changed on an annual basis and is in effect for a period of twelve (12) months.

2. Full time employees who select this option shall have benefits prorated in accordance with: 8 - 80%; 9 - 90%, 10 - 100%.
3. Where an employee opts into an eight (8) or nine (9) day scheduled, call-in of the ninth or tenth day will not be at overtime rates.
4. If, for any reason, the full time position line is vacated/changed, the incumbent shall fulfill the prior obligation until the following January 15th.

LETTER OF UNDERSTANDING #4 - RE: STUDENTS

The parties agree that the Employer may hire student employees. In these circumstances, the following shall apply.

1. Students employed in accordance with this letter are not part of the bargaining unit and will not accrue seniority and service while employed as a student.
2. Students will be employed at the convenience of the Home, at student rates of pay. Hours of work shall be determined by the Employer, subject to the needs of the Home, but shall not exceed two (2) hours in duration.
3. No health insurance, in-lieu or retirement benefits provided under this Collective Agreement will be available. Any other benefits will be solely those required under the Employment Standards Act.
4. Scheduling provisions as outlined in Article 14 shall not apply.
5. Only those students enrolled in high school shall be eligible.
6. It is further specifically agreed and understood that these Students are employed for enhancement purposes only.
7. These students will not be working without direct supervision.
8. This letter of understanding must be specifically renewed at the next round of bargaining by both the Employer and the Union.
9. The employment of these students will not result in any loss to the bargaining unit.

LETTER OF UNDERSTANDING #5 - RE: EDUCATION FUND

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

Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to the following address:

Unifor Paid Education Leave Program
Unifor 205 Placer Court
Toronto, Ontario M2H 3H9

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

The Company finally agrees to provide documentation to the PEL Program re: the number of workers and total hours worked with each payment; this information will be forwarded to the Chairperson of the Unifor bargaining unit.

LETTER OF UNDERSTANDING #6 – RE: PART TIME SCHEDULING FOR ACTIVATION DEPARTMENT

All scheduled hours shall be assigned equitably, within classification, and where applicable, shift, but where possible and presuming the availability of the staff, the shifts of greater duration shall be assigned to the senior employees. The balance shall be distributed by seniority within classification and where applicable, shift. Any work opportunities which subsequently become available shall be offered by seniority within classification, provided that by doing so, no obligation to pay overtime rates is created. If such an obligation is created, then the work opportunity shall be offered to the next senior employee for whom such work would be at straight time rates.

LETTER OF UNDERSTANDING #7 – RE: WORKING SHORT

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

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

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

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

1. Review the staffing complement (FT, PT and Casual staff mix).

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

This letter is agreed to solely for the purpose 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 #8 -- FLOATS FOR CASUALS

Employees who work on a strictly casual basis and do not hold a regular part time or full time position, will be required to work ninety (90) hours in a calendar year to qualify for the float holiday under Article 16:01.

A casual employee may elect to simply receive the float day pay instead of scheduling a paid float holiday and if she does so she will be paid the equivalent of 7.5 hours.

LETTER OF UNDERSTANDING #9 -- RE: RESIDENT ABUSE

The Employer will provide each employee at time of hire with a copy of its current resident abuse policy and will be available to answer any questions the employee may have about the policy. Such employees shall be required to read the policy provided and sign that they have read the policy and have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer will provide an in-service in each calendar year with respect to the resident abuse policy current at the time of the in-service and will be available to answer any questions the employee may have about the in-service. The Employer shall provide the employees at the in-service with a copy of the current resident abut policy. Employees who attend such in-service outside their regular working hours will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

Nothing herein interferes with the right of the Employer to introduce an amended resident abuse policy at any time. The Employer shall provide an in-service about such amendment, and will provide the employees with a copy of the amendment. Employees who attend such in-service outside their regular working hours, as may be required by the Employer, will be paid at their regular rate of pay during such

attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer and the Union understand that every person has a positive obligation under the Nursing Homes Act to report forthwith resident abuse or the suspicion of abuse and the information upon which it is based without fear of reprisal.

LETTER OF UNDERSTANDING #10 – RE: CHIROPRACTIC/EYE COVERAGE

Where the benefit plans provide for chiropractic coverage and eye examinations, the Employer agrees that that coverage will continue notwithstanding the O.H.I.P. no longer includes such services as insured services.

LETTER OF UNDERSTANDING #11 – RE: BENEFIT DISPUTE RESOLUTION PROCESS

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

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

- (i) It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an Arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the Arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If, in the opinion of any party, a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties, the grievance shall be transferred to the ordinary grievance/arbitration process.

LETTER OF UNDERSTANDING #12 -- RE: INVESTIGATION OF ALLEGED 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 alleged 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 the Union Committeeperson is on site, the Union Committeeperson will be present at the time the employee is sent home. If a Union Committeeperson is not present, the Union Committeeperson will be advised not later than the next business day.

All investigations will be completed as quickly as possible. When an investigation exceeds 10 days an explanation of the delay will be provided to the Unit Chair or Designate. Where an interview of an employee witness is conducted by the Employer, the employee witness may request that a Union Committeeperson be present.

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.

LETTER OF UNDERSTANDING #13 -- RE: CLOSURE TO AVOID THE UNION LANGUAGE

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

LETTER OF UNDERSTANDING #14 – RE: WOMEN’S ADVOCATE

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

LETTER OF UNDERSTANDING #15 – RE: PART-TIME CALCULATION OF PAID HOLIDAYS

The Employer agrees to do an accounting in the first two months of each calendar year comparing the holiday pay received by part-time and casual employees in the prior year and the holiday pay they would have received for the Statutory Holidays as set out in the Employment Standards Act 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. Payment is to be made on or before the regular pay day closest to March 1st.

LETTER OF UNDERSTANDING #16 – RE: LIABILITY INSURANCE

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

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

LETTER OF UNDERSTANDING #17 – RE: DISCIPLINE FILE

The time period in Article 8.09 for discipline related to resident interactions will remain on file for 18 months, unless the parties agree to a lesser period of time.

LETTER OF UNDERSTANDING #18 – RE: LAUNDRY DEPARTMENT

1. The employer will develop a master time sheet for all regularly scheduled hours within the laundry department and assign such hours equitably and by seniority between the part time laundry employees.
2. Monday to Friday Scheduling: Any hours that may become available before the schedule is posted between the days of Monday and Friday as a result of personal or special requests, (i.e. Vacation, sick days, personal days, float or at the request from the employee) will be assigned by seniority and equitably without changing the master time sheet.
3. Saturday and Sunday Scheduling: Any hours that become available before the schedule is posted for the days, Saturday and Sunday, as a result of special or personal requests from the employee, will be assigned to the least senior part time employee first and assigned equitable and on a rotational basis without changing the master time sheet.

4. All hours that become available after the time sheet is posted will first be offered by seniority to the part time employees in the laundry department who are not scheduled to work, then the time will be offered to casual employees.
5. The parties agree to the terms of this Letter of Understanding for a period of nine months, commencing January 12, 2015 and will meet to review the process at that time.
6. Either party may give thirty (30) days' notice to discontinue.

LETTER OF UNDERSTANDING #19 -- RE: PAY EQUITY

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

LETTER OF UNDERSTANDING #20 - SCHEDULING

The local parties agree to have a meeting once the pandemic outbreak is declared over to address issues related to scheduling. The issues will include reviewing current scheduling process and creating a scheduling system that is consistent for all departments. Any agreements reached in this meeting will be signed off.

DATED IN WINDSOR, ONTARIO THIS _____ DAY OF _____, 2022.

FOR MAITLAND MANOR

FOR UNIFOR LOCAL 2458

Tanya Adams

Lisa D Raitt

Shelley Smith

Don Cunniff

st:cope343

COPY