

COLLECTIVE AGREEMENT

Between:

**CSH ROYAL OAK LONG TERM CARE
(KINGSVILLE)**

- and -



AND ITS LOCAL 2458

Effective: May 1, 2021 to and including April 30, 2024

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ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the parties to this Collective Agreement, through the full and fair administration of all of the terms and provisions contained herein, to develop and maintain a relationship among the Union, the Employer and the employees which is conducive to their mutual well-being.
- 1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive the employees or the Union of such rights or privileges. Before any recognized rights or privileges are changed, there shall be consultation between the Employer and the Union.
- 1.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so requires, and vice versa.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of The Royal Oak Long Term Care Centre - Kingsville, save and except registered nurses, supervisors, persons above the rank of supervisor, office staff and confidential ward clerk.
- 2.02 Employees shall co-operate with registered nurses and other supervisors in performing any work reasonably required of them when such work falls within the normal range of their duties.

A “Full-time Employee’ is an employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis.

A “Part-time Employee” is an employee who is regularly scheduled less than seventy-five (75) hours bi-weekly and is regularly scheduled on a predetermined basis for a minimum of 22.5 hours.

- 2.03 The Employer and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practised by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

The Employer and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, disability, sexual orientation, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.

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.

ARTICLE 3 – MANAGEMENT’S RIGHTS

- 3.01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:
- (a) To maintain order and efficiency;
 - (b) To hire, promote, transfer, suspend and re-hire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer.
 - (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering any present rules and regulations or making new rules and regulations, the said new rules and regulations shall first be approved and signed by the Employer, after which they shall be discussed in detail with the Union Committee and opportunity afforded to the said committee to make representations. Such rules will be made available to all employees and to the Union.
 - (d) To determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

ARTICLE 4 – UNION MEMBERSHIP AND CHECK-OFF

- 4.01 Neither the Employer nor the Union will discriminate against any employee because of Union membership or lack of it. The Employer will inform all new employees of the contractual relationship between the Employer and the Union.
- 4.02 The Employer agrees that it will deduct union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the recognition clause of this agreement, in accordance with the provisions of the Constitution of Unifor, in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union to the following address:

Unifor Local 2458
3400 Somme Avenue
Windsor ON N8W 1V4

Or such other address as directed by the Local Union in writing.

A list of employees for and on whose behalf such deductions have been made shall also be forwarded to the Local Union at the same address and at the same time.

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement except for any claim or liability arising out of an error committed by the Employer.

- 4.03 The Employer agrees to check off from each employee the amount equal to Union dues as described. The total amount checked off and any authorized initiation fees owing will be turned over to the Union treasurer each month within two (2) weeks after the check off is made, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each. The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this Article.
- 4.04 T-4 slips issued annually to employees shall show deductions made for Union dues.
- 4.05 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words “strike” and “lockout” shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 5 – UNION REPRESENTATION

- 5.01 For the purpose of representation with the Employer the Union shall function and be recognized as follows:
- (a) The Union has the right to elect/appoint Committee persons. The Committee persons are representatives of the employees in certain matters including the processing of grievances. When dealing with grievances, the Union shall be limited to a maximum of two (2) Committee persons in the processing of such grievances.
 - (b) Unifor representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement and of enforcing bargaining rights and any other rights of the employee under the Collective Agreement. The Employer will recognize the same four (4) committee members for bargaining.
- 5.02 The Unifor, through its representatives, is recognized by the Employer as having the right to supervise and administer this Collective Agreement and to negotiate future collective agreements.

- 5.03 The Union shall have the right to appoint/elect one (1) chairperson and three (3) committeepersons to represent employees in the bargaining unit. Normally two (2) committee persons will come from the Nursing and Recreation / Restorative Departments and two (2) committee persons from the Dietary, Housekeeping and Laundry Departments. A committee person shall be granted time off, without loss of wages, to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours. It is understood that committee persons will report to their supervisor prior to attending Union matters and also upon their return. It is also understood that, while time off will be granted, the time of such "time off" will be determined by the supervisor having regard to the circumstances for the time off. Presentation of a grievance shall include meetings with grievance settlement officers.
- 5.04 A committee person shall be given fifteen (15) minutes off, without loss of wages, to greet a new employee in her department and to discuss Union membership with such employee.
- 5.05 The Union will advise the Employer in writing from time to time of the names of the employees who act as union representatives in any capacity. The Employer will advise the Union in writing from time to time as to the names of the Administrator and Director of Care.
- 5.06 **Labour Management Committee**
- (a) There shall be a Labour Management Committee comprised of representatives of the Home, one of whom shall be the Administrator or her designate and of two Union Committee Persons. The Union may be represented by one (1) additional representative from the Local or National Union, Unifor.
 - (b) The Committee shall meet every three (3) months or more often as agreed. The Committee shall deal with matters of mutual concern that are brought to its attention.
 - (c) The meetings shall not normally exceed one (1) hour, unless mutually agreed otherwise. The Home agrees to pay for all time spent during their regular scheduled working hours for representatives of the Committee attending meetings.
 - (d) Normally, a written agenda will be distributed ten (10) calendar days prior to the scheduled meeting. Additional items may be added to the time of the meeting.
 - (e) In the event that a Home assigns a number of residents or a workload to an individual employee or group of employees, such that she or they believe she/they have cause to believe that she or they are being asked to perform more work than is consistent with proper care they may raise the matter in labour/management meetings.

- (f) The Employer will schedule a labour/management meeting called specifically for scheduling issues. The agenda will be drafted in advance. This meeting shall be scheduled no later than two (2) weeks following ratification of the collective agreement.

5.07 The Home will generally hold meetings where attendance of Union Committee Members is required during normal working hours unless the parties agree otherwise, or there is a compelling reason to do otherwise.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below:

6.02 **Complaint**

Any employee having a complaint shall first take the matter up with her Supervisor when the employee became aware of the issue giving rise to the complaint. The Supervisor shall give a decision within seventy-two (72) hours of such discussion. If the Supervisor's decision is not satisfactory to the employee, the employee may refer the complaint to the Union Committee.

Step 1

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

Step 2

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

6.03 **Group and Policy Grievances**

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

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

6.04 **Discharge Grievance**

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

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

6.05 Time limits fixed in the grievance procedure may be extended only by mutual consent of the parties.

6.06 **Right to have a Steward/Union Committee member present**

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

6.07 **Clearing of the Record**

Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once eighteen (18) months have elapsed since the date of the last formal disciplinary action on the file.

Formal disciplinary action, in this context, is any disciplinary action which is reduced in writing and given to the employee.

Such records will not be removed where the disciplinary action arises from an interaction with residents or family members, until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

The Employer agrees that no employee will be discharged, disciplined or otherwise discriminated against for advocating in the interests of the home's residents, or for reporting or publicizing any alleged deficiencies in resident care and quality standards. It is understood that an employee should first bring such deficiencies to the Employer's attention through their immediate Supervisor, labour-Management Committee or other workplace forums, and allow the Employer a reasonable opportunity to remedy any problems.

ARTICLE 7 – ARBITRATION

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

Randy Levinson
Jules Bloch
John Stout

The parties may add to the list by mutual agreement.

- 7.02 The cost of the arbitrator shall be shared equally by the Employer and the Union.
- 7.03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.
- 7.04 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.
- 7.05 Time limits fixed in the arbitration procedure may be extended only by mutual consent of the parties.

ARTICLE 8 – SENIORITY, LAYOFFS

- 8.01 Seniority is recognized as the last date of hire for full time and part time is hours worked with the Home except as may be expressly provided otherwise. Where two or more full time employees have the same date of hire, the total number of hours paid, shall determine seniority.
- 8.02 Seniority shall operate on a bargaining unit wide basis.
- 8.03 A new employee will be considered on probation until after she has completed four hundred and fifty (450) hours of work. The discharge of a probationary employee shall be at the sole discretion of the Employer and shall not be done in bad faith or in an arbitrary fashion. Once the probationary period has been successfully completed, the employee will be credited with seniority in accordance with the provisions of this Agreement.
- 8.04 Probationary employees are covered by the Agreement excepting those provisions which specifically exclude such employees.
- 8.05 The Employer agrees that employees shall be evaluated during their probationary period. Except in extenuating circumstances employees will receive such evaluation before the end of the probationary period.

On or before the expiry date of the probationary period the Employer will notify the employee in writing that:

- (a) she will receive a permanent position;
- (b) her employment will be terminated.

Copies of all such notices will be sent to the Union immediately.

- 8.06 A new employee's name shall be added to the seniority list upon the completion of her probationary period dated back to the date on which she was last hired.
- 8.07 The seniority list shall be revised in January and July of each year, copies of which will be posted in the various departments and a copy supplied to the Chairperson and the Union office. If there are no written complaints concerning the seniority list in the thirty (30) days following the posting the list shall be deemed to be accurate.

In addition, the Employer will include with the seniority list sent to the Local Union every six (6) months, a list including the names and addresses of employees.

- 8.08 An employee's seniority shall be lost and she shall be deemed terminated if she:
- (a) voluntarily quits the employ of the Employer;
 - (b) is discharged and such discharge is not reversed through the grievance procedure;
 - (c) fails to report on the first day following the expiration of a leave of absence unless she has a justifiable reason;
 - (d) is laid off for a continuous period of more than twenty-four (24) consecutive months;
 - (e) has been absent for three (3) consecutive working days without having notified the Employer directly unless a reason satisfactory to the Employer is given;
 - (f) retires or is retired;
 - (g) is absent due to illness or disability for a period in excess of twenty-four (24) months;
 - (h) is absent while in receipt of Workers' Compensation for a period in excess of twenty-four (24) months.
 - (i) leaves prior to the completion of her shift of work, without receiving prior permission from the Employer, which shall not be unreasonably withheld.
 - (j) an employee laid off and recalled to work must return within (2) working days when unemployed and within five (5) working days when employed elsewhere after being recalled or make definite arrangements with the Employer to return.
 - (k) utilizes a leave of absence for purposes other than those for which it was granted unless for satisfactory reasons with proof.

In applying g) and h) the Employer agrees to abide by the *Ontario Human Rights Code*.

8.09 When circumstances require a reduction in the working force, the Employer shall layoff employees within the affected classification in reverse order of seniority, provided that there remain on the job employees who are qualified, able and willing to perform the available work.

- (a) An employee who is subject to layoff in accordance with above shall have the right to:
 - (i) accept the layoff; or
 - (ii) bump an employee in the same classification who has lesser bargaining unit seniority; or
 - (iii) bump an employee in an identical or lower paying classification in the bargaining unit if the employee originally subject to layoff is willing, qualified and able to perform the duties of the lower or identical paying classification.
 - (iv) in the event that there are no employees in the bargaining unit with lesser seniority in a lower or identical paying classifications, a laid-off employee will have the right to displace an employee with less seniority 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 able to perform the duties of the higher paying classification.
- (b) It is understood that an employee who is bumped in accordance with a) above has the options as set out in a) above.
- (c) An employee shall notify the Administrator in writing of her decision to accept the layoff or displace another employee in accordance with a) within four (4) calendar days following the notification of layoff. Where the fourth calendar day falls on a Saturday or Sunday, then the notification is required by noon on the following Monday. Employees failing to do so will be deemed to have accepted the layoff.
- (d) An employee shall have the opportunity of recall from a layoff to an available opening in order of seniority, provided that she is qualified, able and willing to perform the work that is available.
- (e) No new employee shall be hired until all those who are on layoff who are qualified and able to perform the work that is available have been given an opportunity of recall.
- (f) The Job Posting Procedure applies prior to the exercise of recall rights.
- (g) Employees on layoff may apply for job postings. The Employer will send by registered mail a copy of job postings to employees on layoff to their last address on record with the Employer.

- (h) Employees shall retain recall rights for twenty-four (24) months. Employees on recall are responsible for maintenance of any skills and/or license to practice required for them to return to work. An employee who is on lay-off may attend any in-services or courses offered in the nursing home to assist in maintaining or upgrading skills while on lay-off. It is understood that such employee's attendance shall be at no cost to the employer.

8.10 In the event of a long term or permanent layoff, the Employer will meet with the Union through the Labour Management committee to review the reasons for and the expected duration of the layoff and the impact of the layoff on employees in the bargaining unit.

Except in cases of emergency, the Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be permanently or temporarily laid off, or suffers a reduction in regularly scheduled hours, for a period of more than twelve (12) consecutive weeks written notice of layoff in accordance with the following schedule:

- (a) one (1) weeks' notice in writing to the employee if her period of employment is less than one (1) year;
- (b) two (2) weeks' notice in writing to the employee if her period of employment is one (1) year or more but less than three (3) years;
- (c) three (3) weeks' notice in writing to the employee if her period of employment is three (3) years or more but less than four (4) years;
- (d) four (4) weeks' notice in writing to the employee if her period of employment is four (4) years or more but less than five (5) years;
- (e) five (5) weeks' notice in writing to the employee if her period of employment is five (5) years or more but less than six (6) years;
- (f) six (6) weeks' notice in writing to the employee if her period of employment is six (6) years or more but less than seven (7) years;
- (g) seven (7) weeks' notice in writing to the employee if her period of employment is seven (7) years or more but less than eight (8) years;
- (h) eight (8) weeks' notice in writing to the employee if her period of employment is eight (8) years or more;
- (i) nine (9) weeks' notice in writing to the employee if her period of employment is nine (9) years or more;
- (j) ten (10) weeks' notice in writing to the employee if her period of employment is ten (10) years or more;

- (k) eleven (11) weeks' notice in writing to the employee if her period of employment is eleven (11) years or more;
- (l) twelve (12) weeks' notice in writing to the employee if her period of employment is twelve (12) years or more.

For layoffs of less than twelve (12) weeks duration, the Employer will provide the Union and employees with as much advance notice as possible and will assure at least 72 hours' notice.

- 8.11 Any grievance with respect to a layoff shall be taken up under the grievance procedure anytime from the date of notification to up to three (3) working days after the commencement of the layoff but not later.
- 8.12 The Employer shall give employees who are on layoff preference for employment before any new employee(s) is hired for any available work that the employee(s) on layoff is reasonably qualified to perform.

ARTICLE 9 – HOURS OF WORK, WORK SCHEDULES AND OVERTIME

9.01 There shall be no pyramiding of overtime under any provisions of this Agreement.

9.02 Call-In Procedure

Where a shift becomes available during the period of the posted schedule, the Employer will attempt to fill the vacant shift using the call-in list, if it intends to fill the shift.

The Employer shall maintain a list of Full-time employees who are scheduled to work fewer than seventy-five (75) hours who are willing to work additional shifts, Part-time employees in order of seniority. Employees on the call-in list are to be available for call-ins for all three shifts. It is agreed that prior to calling in on the Part-time list, any Full-time employees who are regularly working less than seventy-five (75) hours in a pay period will be offered the shift provided no overtime costs are incurred.

The next employee to be called will be the Part-time employee on the call in list who is scheduled to work less than seventy-five (75) hours who is qualified to do the work available, provided no overtime costs are incurred. Should that person not be able to accept the call-in the next most senior Part-time employee on the call-in list who is able to do the work required shall be called and so on until the shift is filled, provide no overtime costs are incurred.

Where the employer still deems it necessary to fill the shift, Full-time employees, regularly scheduled seventy-five (75) hours in a pay period will be the last person called starting with the Full-time employee with the highest seniority. Full-time employees will be placed at the bottom of the call-in list and will only be called if Part-time employees are not available.

- 9.03 The employee will give availability on an availability form two (2) weeks prior to the posting of the next schedule. The schedule will be posted completed and the employees will be responsible for the shifts assigned.

The shifts and total amount of hours will be assigned as fair and equitable as possible according to seniority and availability.

- 9.04 During the changeover from Daylight Savings Time to Eastern Standard Time and vice-versa, an employee shall be paid for the hours actually worked at straight time wages.
- 9.05 If an employee who is scheduled to work reports for work and is notified that no work is available, the employee shall be guaranteed a minimum of four (4) hours' work.
- 9.06 When an employee is "called in", she shall receive a minimum of four (4) hours' pay at the appropriate rate. If an employee is called one (1) hour or more before she is scheduled to report for work and informed that she is not to report for work then the provisions of this Article shall not apply.
- 9.07 An employee called in for a full shift on her day off will be paid at the appropriate rate for the complete shift if she reports late due to notice shorter than two (2) hours. An employee called in on her day off shall not be compelled to reduce her subsequent scheduled working hours.
- 9.08 The shift commencing at or before midnight shall be considered the first of each working day. A shift shall be deemed entirely within the calendar day in which the majority of hours are worked.
- 9.09 An employee whose regular schedule is at least seven and one-half (7 ½) hours in a shift and/or seventy-five (75) hours bi-weekly, who is authorized to work more than her regular schedule, whether daily or bi-weekly, shall receive overtime premium of one and one-half (1 ½) times her regular straight time hourly rate for all hours worked over and above her regular schedule.

Notwithstanding the foregoing, no overtime premium shall be paid for a period of less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her normal daily shift.

- 9.10 Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of an employee or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two (2) employees.
- 9.11 Where an employee is required to work on a paid holiday or on an overtime tour and she is required to work additional hours following her full tour on that day (but not including hours on a subsequently regularly scheduled tour for such an employee) she shall receive double (2) times her regular straight time hourly rate for such additional hours worked.

- 9.12 An employee who reports for work as scheduled, and whose shift has been cancelled, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate, unless such shift was originally scheduled for less than four (4) hours, in which case the employee will be paid for half the scheduled shift. She shall be required to perform any duties assigned by the Employer, which she is capable of doing, if her regular duties are not available.
- 9.13 Where an employee is called back to work in an emergency on the same day after having completed a full seven and one-half (7 ½) hour shift and having left the Home, she shall be given a minimum of three (3) hours pay at one and one-half (1 ½) times her regular straight time hourly rate of pay for such call-back.
- 9.14 A full-time employee working overtime hours (other than overtime hours relating to paid holidays) shall have the option of electing premium payment at time and one-half or may bank lieu time at time and one-half. The maximum lieu time that can be accumulated by an employee is 37.5 hours and all lieu time in excess must be used by the end of the next pay period or it will be paid out. An employee may utilize Lieu time at a mutually agreeable time between an employee and the Employee Manager. No request by an employee will be unreasonably denied. All banked hours must be used by the end of the fiscal year or paid out.
- 9.15 No employee shall normally be scheduled not having a minimum of twelve (12) hours in between shifts. The employer will schedule shifts so that each employee shall have a free weekend every second week.
- 9.16 Where a manager assigns an employee to work in the Cook classification, she shall be paid at the applicable Cook rate for all time spent performing work in this classification.
- 9.17 In the case where the employee's schedule is changed with less than twenty-four (24) hours' notice, it shall be the Employer's responsibility to notify the employee of such change. Failure to provide proper notice shall result in the provisions of Article 9.12 being applied.

9.18 **Late Notice Reporting**

If an employee reports for work within one (1) hour of being called, she shall be paid for the full shift provided the call is made no more than one (1) hour into the shift. Where the call is made more than one (1) hour into the shift she shall be paid from the time of being called to the end of the shift provided she reports within one (1) hour of being called.

\$0.05 per hour shift premium 3:00 p.m. – 11:00 p.m., 11:00 p.m. – 7:00 a.m.

Effective May 1, 2019, the employee shall receive a weekend premium of \$0.30 per hour for all hours worked the weekend.

Effective May 1, 2020, the weekend premium shall increase to \$0.35 per hour for all hours worked.

The weekend shall be defined as all hours worked between 2300 hours on Friday and 0700 hours on Monday.

9.19 **Shift Premiums**

- (a) Effective three full pay periods following ratification, all employees shall receive an evening shift premium of twenty-five (\$0.25) cents per hour for all hours worked between Monday through Friday. For greater clarity, the evening shift premium is to be paid for the hours worked in an eight (8) hour shift falling within the hours 1400 – 2200.

If an employee is eligible for a shift premium during the period 1400-2200 under any other provision of the agreement, no night shift premium under this provision will be paid.

- (b) Effective three full pay periods following ratification, all employees shall receive a night shift premium of twenty-five (\$0.25) cents per hour for all hours worked between 2200 – 0600 hours Monday - Friday. For greater clarity, the night shift premium is to be paid for the hours worked in an eight (8) hour shift falling within the hours 2200 – 0600 Monday - Friday.

If an employee is eligible for a shift premium during the period 2200-0600 under any other provision of the agreement, no night shift premium under this provision will be paid.

- (c) Effective May 1, 2020, the employee shall receive a weekend premium of \$0.35 per hour for all hours worked the weekend. The weekend shall be defined as all hours worked between 2300 hours on Friday and 0700 hours on Monday.

Effective three full pay periods following ratification, the employee shall receive a weekend premium of \$0.45 per hour for all hours worked the weekend. The weekend shall be defined as all hours worked between 2200 hours on Friday and 0600 hours on Monday.

- (d) To clarify, the parties agree that there shall be no pyramiding of the evening, night, and weekend premium under Article 9.19. Where the employee could be eligible for multiple premiums based on the employee's worked hours, the employee shall be paid whichever is the highest of the premiums instead.

ARTICLE 10 – HOLIDAYS

10.01 **List of Holidays**

The following days are paid holidays under this Agreement.

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

Full-time employees will receive three (3) float holidays per year. Part-time employees will receive two (2) float holidays per year. Part time employees will receive three (3) float holidays per year effective April 30, 2018.

10.02 Employees shall receive holiday pay in accordance with the Employment Standards Act, except that employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis will receive seven and one-half (7 ½) hours pay if the employee qualifies for the holiday.

10.03 **Holiday Pay Qualifiers**

Holiday pay qualifiers for employees will be based on the provisions as set out in the *Employment Standards Act*.

10.04 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay provided the employee has otherwise qualified for holiday pay in accordance with 10.03 above. If asked for a doctor's note, an employee will be reimbursed up to \$20 for the note.

10.05 Where a holiday falls during their employee's scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.

10.06 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 9.0. In addition, she will receive holiday pay in accordance with this article or receive a lieu day with pay in the amount of the holiday pay in accordance with this article.

10.07 **Determination of Holiday Shifts**

For purposes of administration of this article, where there is an overlap of hours into the calendar holiday, only that shift on which the majority of hours fall within the calendar holiday shall qualify for premium hours. Premium payment shall be for all hours worked on that shift.

10.08 The Employer shall endeavour to schedule employees to work Christmas or New Years in reverse order of seniority. Employees shall work either holiday on a rotating basis each year. (i.e. New Year's one year, Christmas the next)

10.09 For full-time staff, the Employer will endeavor to provide a minimum of four (4) days off in conjunction with each holiday (Christmas or New Year's Day). The granting of such time is based solely on operational requirements. This will be done according to seniority and will be on a rotating basis each year.

10.10 An employee who is scheduled to work on a holiday shall forfeit all entitlement to holiday pay for which she would have otherwise qualified if she does not work as scheduled unless due to illness verified by a medical certificate from a qualified medical practitioner.

- 10.11 Statutory holidays shall not be considered as days worked for the purpose of calculating overtime unless an employee worked on such a holiday.
- 10.12 Statutory holiday pay, together with additional pays as outlined in Article 10.03, shall be paid for all shifts that have the most working hours on the holiday.
- 10.13 If a part-time employee is assigned to work on a holiday as outlined in Article 10, she shall be paid at the rate of pay and one and one-half (1.5) times her straight time hourly rate for each hour worked plus holiday pay calculated pursuant to Article 10.02.
- 10.14 All employees shall receive time off at Christmas or New Year's on an alternating basis. Employees may request their preference for the number of days off. Such requests shall be granted on the basis of seniority and the staffing requirements of the Home.
- 10.15 Employees with accumulated lieu time must use the hours within 90 days of the holiday. Such hours must be scheduled in accordance with the provisions for requesting time off.

ARTICLE 11 – VACATION, VACATION PAY

11.01 Full-Time Employees

All employees shall receive vacations with pay based on length of full-time continuous service as of December 31st of each year as follows:

- (a) Employees who have completed less than two (2) years continuous service shall receive: 2 weeks (pay equal to 4% of gross earnings from the previous year)
 - (b) Employees who have completed three (3) years or more continuous service shall receive: 3 weeks (pay equal to 6% of gross earnings from the previous year)
 - (c) Employees who have completed eight (8) years or more continuous service shall receive: 4 weeks (pay equal 8% of gross earnings from the previous year)
 - (d) Employees who have completed fifteen (15) years or more continuous service shall receive: 5 weeks (pay equal 10% of gross earnings from the previous year)
 - (e) Employees who have completed twenty-two (22) years or more continuous service shall receive: 6 weeks (pay equal 12% of gross earnings from the previous year)
- 11.02 (a) Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. Such sick leave shall be conditional upon the Employee providing the Employer with proper physician's supporting documentation.

For purposes of clarity, a serious illness is one that requires an employee to receive ongoing medical care and treatments resulting in the employee being confined to her residence or to bed rest.

- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, the period of such Hospitalization shall be considered sick leave. Conditional upon the employee providing the Employer with proper physician's supporting documentation.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

11.03 It is the responsibility of Management to arrange staff vacation schedules. In cases of conflict, preference for vacations shall be governed by department seniority.

Notwithstanding the foregoing, vacation requests submitted after the vacation request form has come down, are subject to availability and shall be approved in the order that they are submitted. The employer endeavours to respond to such requests within ten (10) working days from the date they are submitted.

Vacation schedules shall be current and posted in all departments.

11.04 All employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees, of their gross earnings in the previous year. Vacation pay will be paid to all full-time employees on the regular pay day, during their vacation, unless otherwise arranged in writing one (1) month in advance of the vacation. All casual and part-time employees will accrue vacation pay, which will be paid out when the employee takes vacation, in the same manner as full-time employees.

Equivalent years of service will be based on the part-time employee's seniority established under Article 11 and will be calculated on the basis that 1725 hours of part-time service shall equal one (1) year of full-time service and vice-versa.

11.05 For the purposes of vacation entitlement, services for those employees whose status is changed from part-time to full-time or vice versa, shall mean the combined services as a part-time and full-time employee employed by the Employer on a continuous basis.

11.06 All employees who leave the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her separation, it being understood and agreed that the employee will provide at least two (2) weeks' notice of termination.

11.07 For the purposes of vacation entitlement, seven consecutive calendar days equals one vacation week. Vacation must be taken in minimum of one week blocks and cannot be taken in single or split days. Employees' who qualify for three (3) weeks of entitlement, may utilize two (2) week of vacation in single days. It is agreed that single days can't be used during the summer period (June 15th to September 15th).

11.08 The date for determination of the "period worked" is the employee's starting date.

- 11.09 A blank vacation schedule shall be posted on November 1st of each year and shall remain posted until November 30th. The Employer will approve or deny any vacation requests between January 1st and February 15th. Vacation requests must be submitted before December 1st. Requests received after December 1st will be granted solely on the basis of staff availability.
- 11.10 The first week of December the schedule shall be settled, if possible, through discussions between the Union Committee and the Employer. The number of employees who may be off on vacation at any given time will be determined by the Employer having due concern for the proper operation of the Home. The selection of vacation time for each employee each year will be mutually arranged between employees and the Employer provided that if there is a dispute over a respective vacation date between employees, seniority shall be the governing factor.

No booked time off from December 20th to January 5th.

The Employer and the Union will discuss the numbers of people off at a Union Management meeting.

- 11.11 On December 31st, the final schedule shall be posted. No changes shall be allowed in the schedule except with the consent of the employees affected, the Union and the Employer. Such consent will not be unreasonably withheld.
- 11.12 Full-time employees with more than three (3) weeks' vacation will be allowed to use two (2) weeks of their excess vacation entitlement as individual vacation days subject to the following:
- (a) Individual vacation days will be requested in writing two (2) weeks prior to the beginning of the work schedule in which the requested vacation day(s) falls and will be granted subject to the proper operation of the Home and subject to the provisions set out in this Article.
 - (b) Requests for week blocks of vacation will take priority over requests for individual vacation days regardless of the respective seniority of the individuals making the requests. Accordingly, individual days will only be granted after all blocks of vacation have been approved and no conflict exists.
 - (c) Individual vacation day requests will not be granted for weekend shifts during the months of June, July and August.
 - (d) The number of days that would constitute a week of vacation for the purposes of Article 11.08 only, will be determined by the number of the employee's regularly scheduled days per week, as averaged over a four (4) week schedule, as rounded to the nearest full day. (As an example, an average of 3.5 regularly scheduled days per week would be rounded to 4 individual vacation days, an average of 3.4 regularly scheduled days per week would be rounded to 3 individual vacation days).

ARTICLE 12 – LEAVES OF ABSENCE

- 12.01 (a) The Employer may grant a leave of absence in writing without pay to any employee at its discretion. A request for a leave of absence shall not be unreasonably refused.
- (b) (i) The Employer will maintain the salary and benefits of employees who are on unpaid Union leave under i) above of up to thirty (30) days and the Union shall fully reimburse the Employer for wages, vacation pay, statutory benefits (ie. EHT, EI, CPP and WSIB) and RRSP. The Union shall reimburse the Employer within thirty (30) calendar days of invoice.
- (ii) An employee may apply to the Employer for a long-term leave of absence without pay but without loss of seniority if they are elected or appointed to a full-time position with the Local or the National Union. Such leave shall be for a period of one (1) year and may be renewed for a further period as may be agreed between the parties. During such leave the Union shall be responsible for providing WSIB coverage.
- 12.02 An employee who wishes a leave of absence shall obtain written permission from the Manager or her designate and shall make her request in writing setting out her classification, the commencement date of the proposed leave of absence and the reason for the request.
- (a) Full-time employees shall be allowed to give away seven (7) shifts of their choice in each calendar year, subsequent to their supervisor's approval. These shift give away cannot be in conjunction with statutory holidays and/or approved vacation entitlements. It is the employee's responsibility to provide the Employer with a signed form from both employees. The home shall not be responsible or liable for overtime claims and non-compliance with the provisions of this agreement that might arise or accrue as a result of exercising this choice. It is agreed by the parties that the employee who accepted the exchange is responsible for the shift and is expected to work as if it was their own.
- (b) Part-time employees shall be allowed to give away three (3) shifts of their choice in each calendar year, subsequent to their supervisor's approval. These shift give away cannot be in conjunction with statutory holidays and/or approved vacation entitlements. It is the employee's responsibility to provide the Employer with a signed form from both employees. The home shall not be responsible or liable for overtime claims and non-compliance with the provisions of this agreement that might arise or accrue as a result of exercising this choice. It is agreed by the parties that the employee who accepted the exchange is responsible for the shift and is expected to work as if it was their own.
- 12.03 The Employer will grant leave of absence of up to one (1) year for professional development subject to the following conditions:

- (a) the employee returns to work immediately on completion of the professional development course;
- (b) the professional development course is for the upgrading of long term health care qualifications or skills.
- (c) suitable substitute arrangements can be made to replace the employee during the period of the leave of absence.

12.04 Where any leave of absence without pay exceeds four (4) consecutive weeks:

- (a) credits for salary increases, vacation and accrued sick leave (and other benefits) will be suspended during the leave.
- (b) the employee may continue her benefit coverage by contributing the cost of premiums to the Employer and the Employer will remit such payments on behalf of the employee to the appropriate carrier or governmental authority.

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

(a) **Pregnancy Leave**

- (i) an employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act and may begin no earlier than seventeen (17) weeks before the expected birth date.

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

- (ii) Pregnancy shall be granted as a right.
- (iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 13.05 (b), Parental Leave.

(b) **Parental Leave**

- (i) An employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) A “parent” includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin, except in those adoption cases where such notice is impossible due to the parent receiving less than four (4) weeks’ notice from the adoption agency. In such circumstances, the employee will provide the Employer with as much advance notice as possible.

An employee may end her parental leave as set out above (or earlier) by giving the employer written notice at least four (4) weeks before the last day of the leave.

12.06 **Bereavement Leave**

- (a) Upon the death of an employee’s spouse, child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay. The leave will be in connection to the service or funeral. A day can be used upon death if the service or funeral will be held at a later date.
- (b) Upon the death of an employee’s mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay. The leave will be in connection to the service or funeral. A day can be used upon death if the service or funeral will be held at a later date.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee’s scheduled working days. If the funeral is not

attended, the paid leave shall be limited to two (2) days ending no later than the day of the funeral.

- (d) An employee shall be granted one (1) days bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payment for holiday pay.
- (f) It is understood that, if an employee is on sick leave and attends the funeral, that the bereavement leave will not be charged against sick leave accumulated.
- (g) In case of bereavement, an employee may, on request, take an additional, unpaid compassionate leave.
- (h) An employee can apply to use a paid bereavement day to which she is otherwise entitled in accordance with this clause at a later date to attend an interment or equivalent services.
- (i) When an employee is eligible for Bereavement Leave while on vacation, she shall be entitled to such bereavement leave as set out above. The vacation days so replaced shall be extended or rescheduled as mutually agreed.
- (j) The Employer may request documentation of proof.

12.07 **Jury Duty**

When an employee is required to serve on a jury, she shall be relieved of her duties for such time as it may require and she shall be paid the difference between her fee as a juror and her earnings for the time lost. It is the employee's responsibility to come in to work at any time during the week that she is not actually required for jury duty or to be present in court. The employee shall make a claim for jury duty pay, in writing, to her supervisor and she shall present proof of service and the amount of payment received. Should the employee complete her jury/witness duty during the first half of her shift she shall return to work.

12.08 It shall be the employee's responsibility to advise the employer as soon as possible of the date(s) she is to serve on jury duty.

12.09 **Education Leave**

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the full costs associated with the courses. If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment.

The Employer may grant an education leave to an employee attending a course that is work related. The leave may also include schedule accommodation. The needs of the Home will be considered first as well as on a first come first approved. The employee must provide the particulars to the Employer, institution, timetable and start and end dates. The employee will be expected to return to their regular line within seven (7) days of the end date unless otherwise agreed to.

In-Service Education

When an employee is required by the Employer to attend a mandatory in-service program outside of her scheduled working hours, and the employee attends, she shall be paid for all time spent at the in-service at her regular straight time hourly rate of pay. The employer shall endeavour to schedule during working hours.

- 12.10 Requests for an exchange of shift must be submitted using the requisite request form. Any exchange of shift must be used within the posted schedule.

ARTICLE 13 – HEALTH AND WELFARE BENEFITS

- 13.01 the Employer agrees to contribute its portion of the billed premium costs of the health and welfare plans as provided for in Article 13.02 – 13.04 below for coverage of eligible employees, provided that the minimum enrolment requirements of the insurers are met and subject to the following terms:

- (a) “Eligible employees” refer to full-time employees who are in the active employ of the Employer and have completed more than three (3) months of employment and who satisfy the eligible enrolment requirements of the insurer.

Eligible employees shall be entitled to benefits, on a pro rata basis in accordance with Article 13.07. The monthly premiums payable in advance shall be deducted from the employee’s salary. If requested by the Employer, the employee shall sign a form or forms authorizing the deduction from salary of the amount of such premiums.

- (b) Eligible full-time employees must participate in the benefit plans under Article 13 (13.02 – 13.04) unless proof of spousal coverage is presented for Major Medical and Dental.

13.02 Life Insurance and AD&D

The Employer will continue a \$30,000.00 life insurance and AD&D plan for each full-time employee who participates in the benefit program for full-time employees. The Employer will pay one hundred percent (100%) of the premium cost of this plan.

13.03 Major Medical

The Employer will continue an Extended Health plan. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate whichever is applicable, for employees who participate in the plan.

- Eighty percent (80%) Co-insurance

- The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor
- The plan includes a dispensing fee cap of \$7.50
- There is no semi-private coverage
- Effective three (3) full pay periods following ratification. Vision Care of \$350.00/24 months
- The Extended Health Plan annual maximum to be increased to \$1800.00 per insured individual per year
- \$300.00 Orthotics every twelve (12) months
- Effective three (3) full pay periods following ratification. Paramedical coverage up to \$375.00/year (details in plan)

13.04 **Dental Plan**

The Employer will continue a dental plan seventy percent (70%) co-insurance. The Employer agrees to pay seventy-five percent (75%) of the billed single/family rate whichever is applicable, for employees who participate in the plan.

There is an annual \$1500.00 per insured individual per year maximum.

Nine (9) month recall.

One (1) year lag on the O.D.A. fee guide.

13.05 **E.I. Premium Reduction**

The employees' share the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

13.06 **Carriers**

The Employer shall provide to each person and the Union a copy of the current information booklets for those benefits provided under this Article. It is clearly understood that the Employer's obligation pursuant to this collective agreement is to pay its share of the billed premiums for the plans. The Employer will notify the Union if it intends to change the insurance carrier provided the benefit level remain the same.

13.07 **Pro-Rata**

The Employer's share of the benefit premiums for all of the health and welfare benefits under Article 17, including shared cost arrangements, shall prorate in accordance with this Article.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six month period by 975 and then multiplying by 100.

- 13.08 The predetermined six (6) month period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.

Hours paid in calculating proration formula will include WSIB.

When an employee is on:

- (a) Pregnancy leave
- (b) Parental leave
- (c) Approved leave of absence in excess of 30 continuous calendar days

Proration upon return, shall be based on % in effect prior to commencement of leave.

Employees who regularly work more than 66 hours bi-weekly shall have 100% of the employer portion of insured benefit premiums paid.

13.09 **New Hires**

All newly-hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The pro-rata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the Employer's paid share of premiums and benefits.

13.10 **Sick Leave**

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

- (a) A sick leave bank will accrue for full-time employees based on seven and one-half (7 ½) hours for each one-hundred and sixty-two and one-half (162.5) hours worked by the employee to a maximum of ninety (90) hours.
- (b) Sick leave shall be paid based on scheduled time lost.
- (c) The right to sick pay shall cease upon notice of termination of employment.

It is understood and agreed that compensation under the Workplace Safety & Insurance Act shall not be charged against the accumulated sick leave.

- 13.11 An employee who is unable to report for work because of sickness or other reasonable cause shall notify her immediate supervisor at least three (3) hours before the start of her shift when she is working the evening or night shift and one (1) hour before the start of her shift when she is working the day shift so that proper measures can be taken for replacement.

- 13.12 Part-time employee pay in lieu of benefits: Part-Time employees who have completed probation shall be paid sixty-five (\$0.65) per hour in lieu of all health benefits and sick leave.

Effective three full pay periods following ratification, increase part-time in lieu of all health benefits and sick leave by five cents (\$0.05) to sixty-five cents (\$0.65).

- 13.13 Employees who are absent for more than two (2) consecutive days shall notify the Employer of their intention to return to work after illness at least twelve (12) hours prior to the start of the shift on which they plan to return. Where the employee provides appropriate notice of return to work and the Employer has already arranged for coverage by a “replacement employee(s)”, the Employer will cancel the shift(s) of the replacement employee(s) and will not be responsible for any payment to the replacement employee(s) for such cancelled shifts.

ARTICLE 14 – PART-TIME EMPLOYEES/ PROGRESSION THROUGH THE GRID

- 14.01 All employees, including Part-time employees, shall progress within their classification to the “one year rate”, and so on, on the basis of seventeen hundred and twenty-five (1725) paid hours equals one (1) year.

Hours worked shall include all hours worked and paid for as well as vacation time, paid holidays, paid leaves of absence including bereavement leave and jury duty, unpaid leaves of absence of four (4) weeks or less and time spent on orientation.

- 14.02 For part-time staff, the Employer will endeavor to provide a minimum of four (4) days off in conjunction with each holiday (Christmas or New Year’s Day). The granting of such time is based solely on operational requirements. This will be done according to seniority and will be on a rotating basis each year.

ARTICLE 15 – UNIFORM ALLOWANCE

- 15.01 Kitchen staff who are required to wear aprons in their work shall be provided with same free of charge.

Uniform allowance will be paid by the employer in the amount of \$0.07 / hr to be paid out twice per year for all full time and part time employees.

ARTICLE 16 – MISCELLANEOUS

- 16.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union. The Employer and the local Union will share the cost of printing the Collective Agreement equally.

- 16.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

16.03 It shall be the duty of each employee to notify the Employer promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Employer of any change to her telephone number.

16.04 All employees may be required to be immunized for influenza on an annual basis. The Employer will ensure that the influenza vaccination is available at no cost to the employee.

If the employee fails to take the required immunization vaccination, or fails to complete the recommended course of treatment, 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 the public health or the employer return to work environment. The only exceptions to this would be employees for whom taking the influenza vaccination will result in the employee being physically ill to the extent that she cannot attend work. Upon satisfactory written verification from a medical physician of such medical condition, the employee will be entitled to such accommodation as the Employer may direct or failing that, access to their sick bank, if any, during any outbreak period.

16.05 Employees shall be paid by direct bank deposit bi-weekly.

16.06 The Employer shall provide a Union bulletin board for the Union to post notices that are related to Union business within the institution.

ARTICLE 17 – UNION BULLETIN BOARDS

17.01 The Employer will provide, in a convenient location, accessible by all employees, a locking bulletin board for Union notices, etc.

ARTICLE 18 – JOB POSTING

18.01 Vacancies are created by the establishing of new jobs, the termination of existing employees or the temporary absence of an employee exceeding six (6) weeks.

18.02 When filling any vacancy in the bargaining unit, the Employer shall give preference to qualified applicants from the bargaining unit in accordance with the provisions of this Article.

18.03 All vacancies must be posted and such posting must indicate:

- (a) Whether the position is full-time, part-time or temporary;
- (b) shift
- (c) the starting date of such a position;
- (d) the qualifications required;

- (e) the department concerned;
- (f) the date and time of the opening of the posting and the date and time of the closing of the posting;
Changes to any required qualifications listed on a job posting shall be discussed and agreed upon before being implemented. The Union will not unreasonably refuse changes to required qualifications.

18.04 When filling any vacancy, the Employer shall give preference to an applicant employee with most seniority provided such employee is qualified to perform the required work.

18.05 If a vacant position cannot be filled with employees who are employed, the Employer shall give preference to an employee on layoff provided that employee is qualified to perform the work.

18.06 A vacancy in a bargaining unit job shall be posted for seven (7) days. Applicants must notify the supervisor in charge within the seven (7) days that the vacancy is posted of their candidacy for the vacant job. In cases where two (2) or more candidates are, in the Employer's opinion, reasonably qualified to fill the vacancy, the senior employee shall be given a trial period of ten (10) shifts by the Employer. The administrator shall have the right to fill the vacancy on a temporary basis pending the selection of a successful candidate. If the seniority employee is the successful candidate under the terms of this Article, she shall not re-serve the trial period as provided for in Article 18.08.

18.07 Employees who are on vacation, jury duty and approved leave of absence may indicate in writing, in advance, to the Department Manager, their desire to apply for a permanent posting if such posting should occur during their absence and within twelve (12) weeks of their originally projected date of return. Where an employee is absent on pregnancy/parental leave, or is otherwise protected under the Ontario Human Rights Code, the application will be considered, regardless of the length of time prior to the employee's return. Where an absent employee is awarded the job, the Employer shall fill the vacancy temporarily.

18.08 The successful applicant shall be placed on trial in a new position for a period of seventy-five (75) hours worked. Such trial promotion or transfer shall become permanent after the trial period unless:

- (a) the employee feels that she is not suitable for the position and wishes to return to her former position; or
- (b) the Employer feels that the employee is not suitable for the position and requires that she return to her former position.
- (c) where a trial promotion or transfer does not become permanent pursuant to Article 18.08 (a) or (b) the position shall be offered to the second most senior qualified applicant.

The successful applicant shall be paid at her current classification rate of pay consistent with her seniority during the trial period.

In the event of either (a) or (b) in this Article, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position and salary without loss of seniority. The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood, however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

- (d) Employees who wish to return to their former position during a trial period must set out their request in writing to the Employer. Similarly where the Employer determines that it intends to return an employee to her former position during her trial period the employee will receive notice in writing.

18.09 If a posting remains unfilled the Employer will meet with the stewards. By mutual agreement the parties may change the master schedule to meet the needs of the employer, residents and staff.

18.10 Employees transferred through the job posting procedure will be paid in the following manner:

- (a) if the job is a higher rated classification, the employee will be placed on the wage level of the higher rated classification which first represents an increase above the employee's current wage rate. Service for wage progression within the higher rated classification shall commence from the date of transfer.

18.11 Successful applicants to a temporary vacancy are not eligible to bid on other temporary positions during the term of their current temporary assignment.

An employee selected for a vacancy need not be considered for a further vacancy period of up to six (6) months from the date of selection, unless such position is a permanent position or is a substantial increase in hours to their current vacancy or their current posting.

18.12 New classifications may be established by the Employer during this Agreement after consultation with the Union. Wage rates for such new classification shall be negotiated. If negotiations fail to produce an agreement then the rates shall be settled by arbitration under this Agreement.

ARTICLE 19 – JOB ASSIGNMENT/TRANSFER

19.01 Employees who are requested to temporarily work in a different classification from what they were scheduled to work shall not have their rate of pay reduced if the rate of pay of the different classification is less than that of their regular classification.

ARTICLE 20 – JOB SECURITY

- 20.01 Supervisors and persons outside of the bargaining unit shall not perform work normally performed by employees in the bargaining unit if such work will result in the layoff of any employee or if an employee suffers a reduction in her normal scheduled hours of work on the day the supervisor or non-bargaining unit person does the work.
- 20.02 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. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off on similar terms and conditions of employment is not a breach of this provision.

ARTICLE 21 – HEALTH AND SAFETY COMMITTEE

- 21.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 21.02 A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, and an equal number of Employer Representatives. The Union will be entitled to one representative for every fifty bargaining unit members in the facility, with a minimum of two (2) representatives.
- 21.03 At no time shall the number of company members be allowed to outnumber the amount of union members.
- 21.04 Two (2) co-chairpersons shall be elected by and from the members of the committee, as per the Act. One co-chair shall be a union member, and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.
- 21.05 The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the committee may determine.
- 21.06 Without limiting the generality of the foregoing, the committee shall:
- (a) ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment
 - (b) make recommendations for the improvement of the health and safety of worker
 - (c) recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.

- (d) record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
- (e) identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.

21.07 In the event of accident or injury committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

21.08 No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.

The intent of the mechanical lift checklist is to observe “visible” defects only. Employees will be instructed on this and the proper use of this checklist.

21.09 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.

21.10 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

21.11 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.

21.12 **Outbreak**

Chartwell has a policy and LTC has policy that we need to follow.

21.13 **Injured Workers Provisions**

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

21.14 **Protective Clothing and Equipment**

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

ARTICLE 22 – WORKPLACE SAFETY AND INSURANCE

22.01 Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the following shall apply:

- (a) The Employer shall continue to pay its share of the health and welfare benefits for up to twenty-four months provided that the employee continues her share of the benefit premiums.
- (b) An employee will not be eligible for paid holidays, sick leave, uniform allowance or any other benefits of this Agreement except where specified otherwise during any absence covered by Workers' Compensation.
- (c) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement.
- (d) An absence due to a compensable accident, where the anticipated length of absence is two (2) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure in the Agreement. Where the anticipated absence is less than two (2) months, the Employer may fill the position with part-time employees.
- (e) The injured employee shall preserve and accumulate seniority in accordance with Article 8. Upon recommendation of the attending physician or WSIB, the injured employee shall have the right to return to work within 24 months from the date of injury or 24 months from the first date that the employee was absent due to the injury, whichever is greater. The doctor's recommendation should indicate that the employee has the physical capacity to perform the required work.
- (f) An employee who returns to work within a two (2) year period shall return to her former job or its equivalent without loss of seniority or benefits accrued to the date of injury. If the employee's former position no longer exists, the returning employee may exercise bumping rights in accordance with the collective agreement provided she is qualified and able to do the work required. The Employer will abide by the Ontario Human Rights Code when applying this article.

- (g) If, on the recommendation of the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature and such work is available within the nursing home in a classification which is covered by this Agreement then the returning employee may exercise her seniority by bumping into the job at the applicable salary level, displacing the employee with the least seniority in that classification.

[Note: This Article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.]

- 22.02 If an employee is injured or becomes ill during a shift and her absence is covered under the *Workers' Compensation Act* then the Employer shall pay the employee for her full shift, irrespective of the number of hours worked.

ARTICLE 23 – GENERAL

- 23.01 Employees' work performance may, from time to time, be evaluated by the Employer. The appraisal shall be discussed with each employee who shall have the right to correct any factual error(s) in the employee data and/or make written comments on the appraisal.

23.02 **New Employee Orientation**

The Employer will provide general facility orientation to all new staff in addition to the following, classification specific orientation:

Nursing:	4 shifts
Life Enrichment Aide	2 shifts
Restorative Care Aide	2 shifts
Dietary Aides	2 shifts
Cook	2 shifts
Housekeeping	2 shifts
Laundry	2 shifts
Maintenance	3 shifts

Where the Employer determines an employee requires further orientation such further orientation will be provided and the employee will be paid for the orientation shift(s) so worked.

If an RPN needs more orientation, they will approach the ADOC, DOC or Administrator. In order to ensure compliance, the RPN will not be scheduled for the two (2) days following her last day of orientation.

ARTICLE 24 – WAGES, WAGE SCHEDULE AND RETROACTIVITY

- 24.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Collective Agreement and forms a part of it.

24.02 Wages shall be deposited bi-weekly in authorized employee bank accounts. This shall normally be done by 12:01 a.m. Friday. Pay stubs for the current wages shall be available at the home at the same time.

In the event an employee has a payroll error in excess of \$50.00, the Employer will provide a separate manual cheque within five (5) business days (Monday to Friday) of being notified of the mistake. In the event of an overpayment, the monies will be recovered as per the *Employment Standards Act*.

24.03 **RPN – 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 year's experience. Where the experience is part-time one year equals seventeen hundred twenty-five (1725) work hours equals one (1) year.

Attached to this Collective Agreement and forming part of it is Schedule "A"

ARTICLE 25 – DURATION

The term of this agreement shall be from May 1, 2021 through April 30, 2024.

SCHEDULE "A"

Attached hereto and forming part of this Agreement is Schedule "A" relating to Job Classification and minimum and maximum rates of pay for all employees, subject to the provisions of this Agreement, effective starting on the dates indicated.

Part-time employees shall progress within a classification on the wage grid on the basis of seventeen hundred and twenty-five (1725) hours equals one (1) year.

When an employee leaves the employ of the employer, she shall receive her accumulated uniform allowance as part of her separation cheque.

Group RRSP

A group RRSP Plan with the Employer matching employee contributions to a maximum of 4%.

This plan is available to part-time and full-time employees after the completion of one (1) year of employment.

The Employer will match the employee contributions for all straight time hours worked. This includes the straight time component of holiday pay and vacation pay.

RRSP contributions will not be paid on any other premiums, allowance or payments.

Progression

Employees hired on or after May 1, 2013 shall progress within their classification to the "one (1) year" rate, and so on, on the basis of seventeen hundred twenty-five (1725) worked paid hours equals one (1) year.

Pay Equity

The parties agree that the wages set out herein do not have a pay equity obligation. Pay equity is deemed to be resolved unless funding is made available from the Ministry of Health for the purposes of pay equity. If funding is made available, the parties agree to meet and adjust rates to the extent possible within the funding available.

Effective May 1, 2021 – 1.5% on the grid for all classifications

Effective May 1, 2022 – 3% on the grid for all classifications

Effective May 1, 2023 – 3% on the grid for all classifications

Effective May 1, 2022, to be applied before the general wage increase: special adjustment of \$0.50 on the grid for RPN classification.

Effective three full pay periods following ratification: special adjustment of \$0.50 on the grid for the HDL, Maintenance & COOKS classification.

Effective three full pay periods following ratification: special adjustment of \$0.25 on the grid for the Restorative and Recreation Aides classifications.

Effective three full pay periods following ratification, enshrine the \$3.00 PWE for PSWs in the wage rates after the wage adjustments are added to the wage grids.

Note: *PSW to be ungrouped from Restorative and Recreation and be moved to separate grid in Schedule "A". PSW Grid to be added to CA follows:*

			Year 1		Year 2			Year 3	
Wage Rates and Classifications		Expired Rates	Effective May 1, 2021	Effective May 1, 2022	Effective May 1, 2022	PSW PWE Feb. 5, 2023	Feb. 5, 2023 Spc. Adj	Effective May 1, 2023	PSW PWE May 1, 2023
			+1.50%	Spc. Adj.	3%			3.00%	
PSW	Start	\$19.31	\$19.60		\$20.19	\$23.19		\$20.80	\$23.80
	Probation – 450 hours	\$20.22	\$20.52		\$21.14	\$24.14		\$21.77	\$24.77
	1 year (1725 hrs)	\$20.51	\$20.82		\$21.44	\$24.44		\$22.08	\$25.08
	2 years (3450 hrs)	\$20.81	\$21.12		\$21.75	\$24.75		\$22.40	\$25.40
	3 years (5175)	\$21.02	\$21.34		\$21.98	\$24.98		\$22.64	\$25.64
Restorative Recreation	Start	\$19.31	\$19.60		\$20.19		\$20.44	\$21.05	
	Probation – 450 hours	\$20.22	\$20.52		\$21.14		\$21.39	\$22.03	
	1 year (1725 hrs)	\$20.51	\$20.82		\$21.44		\$21.69	\$22.34	
	2 years (3450 hrs)	\$20.81	\$21.12		\$21.75		\$22.00	\$22.66	
	3 years (5175)	\$21.02	\$21.34		\$21.98		\$22.23	\$22.90	
Dietary Laundry Housekeeping Maintenance	Start	\$17.63	\$17.89		\$18.43		\$18.93	\$19.50	
	Probation – 450 hours	\$17.97	\$18.24		\$18.79		\$19.29	\$19.87	
	1 year (1725 hrs)	\$18.28	\$18.55		\$19.11		\$19.61	\$20.20	
	2 years (3450 hrs)	\$18.58	\$18.86		\$19.43		\$19.93	\$20.53	
	3 years (5175)	\$18.78	\$19.06		\$19.63		\$20.13	\$20.73	
Cook (Unregulated Care Provider)	Start	\$20.28	\$20.58		\$21.20		\$21.70	\$22.35	
	Probation – 450 hours/9 months	\$20.45	\$20.76		\$21.38		\$21.88	\$22.54	
	1 year (1725 hrs)	\$20.68	\$20.99		\$21.62		\$22.12	\$22.78	
	2 years (3450 hrs)	\$20.88	\$21.19		\$21.83		\$22.33	\$23.00	
	3 years (5175)	\$21.08	\$21.40		\$22.04		\$22.54	\$23.22	
RPN	Start	\$24.09	\$24.45	\$24.95	\$25.70			\$26.47	
	Probation – 450 hours	\$25.68	\$26.07	\$26.57	\$27.37			\$28.19	
	1 year (1725 hrs)	\$25.99	\$26.38	\$26.88	\$27.69			\$28.52	
	2 years (3450 hrs)	\$26.33	\$26.72	\$27.22	\$28.04			\$28.88	
	3 years (5175)	\$26.58	\$26.98	\$27.48	\$28.30			\$29.15	

LETTER OF UNDERSTANDING #1 – RE: PART-TIME STATUTORY HOLIDAYS

This Letter of Agreement is attached to and forms part of the Collective Agreement between the parties.

1. This letter guarantees that all employees will not receive less than employment standards.
2. Each January, or coinciding with the public paid holiday, the Employer will access the previous year and top up employee's Statutory Pay if necessary.
3. The definition of part-time is set out in Article 2.02.

LETTER OF UNDERSTANDING #2 – RE: LAUNDRY AIDE / HOUSEKEEPING AIDE

The Employer agrees to maintain the reduced bi-weekly schedule for the work currently being performed in the Housekeeping / Laundry Department.

The parties agree to enshrine as many as seven (7) positions within the department on a go forward basis as has been the current practice.

The parties also agree that they shall have 100% of the employer portion of insured benefit premiums paid.

LETTER OF UNDERSTANDING #3 – RE: SHIFT REDUCTIONS

The parties agree to the following terms and conditions for the continuation of shift reductions

1. Employees currently enrolled in a shift reduction will be grandfathered into the program.
2. Employees currently enrolled in a shift reduction will be required to declare their status as such for a period of one year.
3. Employees electing to enter into the program post-ratification must have a minimum of eight (8) years of service at Royal Oak Long Term Care-Kingsville.
4. Employees electing to enter into a shift reduction schedule must declare their intention to adhere to any amended schedule for a period of one year, and renew or rescind their election on an annual basis going forward.
5. Shift reduction patterns will be limited to ten (10) shifts, nine (9) shifts or eight (8) shifts bi-weekly.
6. Employees enrolled in a shift reduction shall submit their option to accept call-ins and overtime at the time of selection.
7. All of the foregoing will be contingent upon the operational needs of the home. Such requests will not be unreasonably denied.

LETTER OF UNDERSTANDING #4 – RE: CALL IN PAY MAINTENANCE

In the event that the Employer requires the service of the maintenance classification outside of regularly scheduled hours; it is agreed they be compensated two (2) hours pay at the appropriate rate if present less than the two (2) hours. If the call-in is greater than two (2) hours, they shall be compensated for all hours worked.

It is further understood that such payment is not to be made in combination with any other scheduled hours of work and can only be applied to a call-in.

LETTER OF UNDERSTANDING #5 – RE: HEALTH AND WELFARE BENEFITS LATE ENROLMENT

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:

- (a) A life changing event such as divorce (where the settlement does not provide for spousal coverage), or death of a spouse;
- (b) When an employee transfers from a part time classification to a full time classification.

provided they apply for such coverage within thirty-one (31) days of the life changing event or of the date they are confirmed in their full time position after completing the Trial period.

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

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

LETTER OF UNDERSTANDING #6 – RE: WOMEN'S ADVOCATE

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

The Women's advocate will be determined by the Union from amongst the female bargaining unit members.

The Women's Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary. The employer agrees to provide the Women's advocate accessibility for female employees to meet in private so that confidentiality can be maintained when a female wishes to meet with the Women's Advocate.

The Employer and Union will develop appropriate communications to inform female employees about the advocacy role for the Women's Advocate.

The Employer will provide an unpaid leave to one (1) employee per Home to participate in Unifor Women's Advocate Training. However, any expenses to be assumed by the Union directly.

The Union agrees the activities of the Women's Advocate will be coordinated with those of the Employer in relation to matters such as ESP, Wellness programs and the sexual or workplace harassment policy.

LETTER OF UNDERSTANDING #7 – RE: CASUALS

The parties agree to trial this LOU for a period of 6 months. There is no obligation from either party to continue this LOU for a period longer than the 6 month time frame.

A "Casual Employee" means an employee who may be scheduled up to 3 out of 4 weekends, and also scheduled during the week based on the employee's availability subject to work being available.

It is also understood that a Casual employee must accept a minimum of three (3) shifts per month, and at least one of those shifts must be a weekend. If a casual employee does not accept the required minimum number of shifts per month without a reason satisfactory to the employer, they will be deemed terminated.

Dated in Kingsville this 23rd Day of May 2024.

**CHARTWELL ROYAL OAK LONG TERM
CARE (KINGSVILLE)**

UNIFOR AND ITS LOCAL 2458

May 12, 2024

Yuska Kincaid
Justin Desjardins
H. Ouzegak
Thea Hill
Alan Lang

cope343:rs