

COLLECTIVE AGREEMENT

- between -

**COPPER TERRACE NURSING HOME
(RPN AND RN UNIT)**

- and -



UNIFOR AND IT'S LOCAL 2458

FEBRUARY 1, 2021 – JANUARY 31, 2023

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ARTICLE 1 – PURPOSE

- 1:01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and its employees, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Collective Agreement.

ARTICLE 2 – RECOGNITION

- 2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are registered and graduate nurses and registered practical nurses employed in a nursing capacity at Copper Terrace Limited in the Municipality of Chatham-Kent, save and except Administrator, Director of Clinical Services (DOCS), supervisors, persons above the rank of supervisor, and office and clerical staff.

The Employer undertakes that it will not enter into any other Agreement or contract with the employees described in the above recited bargaining unit either individually or collectively, which will conflict with any of the provisions of this Agreement.

- 2:02 A full time employee is an employee who is on average regularly scheduled to work more than twenty-two and one half (22 ½) hours per week.
- 2:03 A part time employee is an employee who is on average regularly scheduled to work less than twenty-two and one half (22 ½) hours per week.
- 2:04 A casual employee is an employee who works on a "call-in" basis with a potential of scheduled shifts to complete the schedule prior to posting after all full time and part time employees have been offered the shifts at straight time pay.
- 2:05 A Registered Nurse (RN) in this agreement, means a person who is registered with the College of Nurses in Ontario as a Registered Nurse and is employed as a Registered Nurse by the employer.
- 2:06 A Registered Practical Nurse (RPN) in this agreement, means a person who is registered with the College of Nurses in Ontario as a Registered Practical Nurse and is employed as a Registered Practical Nurse by the employer.
- 2:07 RNs and RPNs are expected as part of their regular duties to provide leadership, direction, guidance and advice to members of the healthcare team. Nothing in this clause amends, modifies or clarifies any interpretation under Article 2:01, nor does it prejudice the RNs or RPNs continued membership in the bargaining unit.

- 2:08 Casual employees are utilized on an as need basis. Additional scheduled shifts will only be given if regular part time are not available. They will be covered under the terms of the collective agreement as regular part time employees. For purposes of call-ins (13.24), casuals will only be called when no regular part time are available at straight time. A casual employee who does not accept a call-in over a period of ninety (90) days, may be terminated by the employer provided they have been offered at least eight opportunities to work.
- 2:09 All nursing employees will participate in the performance evaluations required for Health Care Aides and Nurses Aides at the Facility, on the basis that the supervisory and management personnel will remain responsible for such actions and evaluations.

ARTICLE 3 – UNION SECURITY AND CHECK-OFF

- 3:01 It is agreed by the parties that all present employees of the employer shall pay union dues as a condition of employment. All new employees hired shall also, as a condition of employment, have deducted from their pay the union initiation fee, which will be checked off by the employer.

The amounts so deducted shall be the sums as may from time to time be assessed by the union as its members in accordance with the Constitution and/or Bylaws of the National and Local Union. In case of any conflict, the Bylaws or Constitution of the National Union shall govern.

- 3:02 The dues will be deducted from the first pay due each calendar month and will be remitted by the Employer to the Union not later than the twenty-eight (28th) day of the same month. The Employer shall, when remitting such dues, supply the Union with a list of names of the employees from whose pay such deductions have been made.

The Employer agrees when submitting Union Dues on behalf of part time employees they will be submitted by the 28th day of the month, following the month for which such dues were deducted. Further, the Employer will submit a list of the hours worked (and the hourly rate of pay) for each part time employee during the month for which the dues are being submitted.

The Union shall indemnify' and save the Home harmless with respect to all Union dues so deducted and remitted.

- 3:03 The employer agrees to notify the Union Chairperson of the names and start dates of all new hires.

The employer agrees that the Union Chairperson or Committeeperson shall be given an opportunity to interview each new employee for a maximum of fifteen (15) minutes. Such interview shall take place during working hours without loss of pay and shall be held within

thirty (30) days of the start date of the new employee(s). The purpose of such interview shall be to acquaint new employees with the benefits and duties of Union membership and the responsibilities and obligations to the employer and the union.

3:04 The Union shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Management of Copper Terrace Limited.

ARTICLE 4 – MANAGEMENT RIGHTS

4:01 Subject to the provisions of this Agreement, the Union recognizes that it is the exclusive function of the Management of Copper Terrace Limited to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, layoff, suspend and otherwise discipline employees for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure.
The Employer may discipline or discharge a probationary employee for a lesser standard of just cause;
- (c) establish and generally enforce rules and regulations to be observed by employees;
- (d) generally to manage and operate the Nursing Home, in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, the equipment to be used provided such is safe to operate, all other matters concerning the Nursing Home's operations not otherwise specifically dealt with elsewhere in this Agreement;
- (e) to determine and establish standards, policies and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home.

ARTICLE 5 – NO DISCRIMINATION/HARASSMENT

5:01 The Employer and Unifor are committed to providing a positive environment for staff. The Employer, the Union and the employees recognize their obligations under Bill 168. All individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

5:02 Where the term "spouse" or "partner" is used in this Agreement, it shall also mean a person to whom an employee is married or with whom an employee is living in a conjugal

relationship for a duration of a period of at least one year, including a person of the same or opposite sex.

5:03 Resident Abuse

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

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

ARTICLE 6 – STEWARDS AND NEGOTIATING COMMITTEE

6:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than three (3) members and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining or any other matter properly arising from time to time during the continuance of the Agreement, including the negotiations for or renewal of any Agreement. Such members shall also act as Committeepersons, one of whom shall be designated a Union Chairperson. It is understood that only two (2) members will form the Union Negotiation Committee. The President of Local 2458 and/or his designates shall form part of the Union Committee.

6:02 (a) The Union acknowledges that members of the Union Committee have scheduled duties which must be performed on behalf of the Nursing Home and that such employees will not leave their scheduled duties without first obtaining permission to do so from his/her supervisor. Such permission shall not be unreasonably withheld. In accordance with this understanding such employees shall not suffer loss of pay while dealing with grievances and negotiations. Payment shall include conciliation, but exclude arbitration proceedings. Committeepersons will have a choice of shift either prior to or following "Union/Management" negotiations etc. when night shift work is scheduled. This does not apply to time spent on such matters outside the scheduled working hours.

The right of Committeepersons and members of the negotiating committee to leave their work without loss of basic pay to attend to Union business shall be granted on the following conditions:

- (i) meeting of the Negotiating Committee must be joint meetings between the Employer and the Union.
- (ii) The employee concerned shall report to the Supervisor concerned upon returning to work.
- (iii) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

(b) Where the Home is participating in a Master Bargaining Process, and a Negotiating Team Member is attending a bargaining session with the Employer on Master issues, on a day that would otherwise be a scheduled day off, the Employer agrees to provide such employee with an alternative day off with pay, or, in the alternative pay for the scheduled day(s) so spent in negotiating meetings with the Employer.

6:03 The Employer acknowledges the right of the union to appoint or otherwise select a committeeperson and a chairperson, both of whom shall be seniority employees of the bargaining unit.

6:04 The Union will supply to the Employer the names and titles of all Committeepersons and members of the Union Committee, and will revise such list from time to time as is necessary.

6:05 The Employer agrees to provide private office space for use when requested and appropriate for use as a result of collective agreement issues.

ARTICLE 7 – COMPLAINT AND GRIEVANCE PROCEDURE

7:01 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:

7:02 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.

7:03 The parties agree that a sole arbitrator shall resolve grievances that have been processed to arbitration in accordance with this article.

Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within fourteen (14) calendar days after the receipt of management's last decision.

The notice shall contain a list of three (3) suggested arbitrators. Within fourteen (14) calendar days, the recipient of the notice shall inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) arbitrators. Should no agreement be made within twenty-eight (28) calendar days of the notice referring the matter to arbitration, then either party may apply to the Ministry of Labour for the appointment of an arbitrator.

7:04 The cost of the arbitrator shall be shared equally by the Employer and the Union.

7:05 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, nor 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.

7:06 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.

7:07 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.

7:08 Discharge Grievance

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

7:09 Time limits fixed in the grievance procedure and arbitration procedure may be extended only by mutual consent of the parties.

7:10 Right to have a 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 the Committee member can be involved.

ARTICLE 8 – PROBATIONARY PERIOD AND SENIORITY

- 8:01** (a) New full time employees of the Employer shall be considered probationary employees until they have completed sixty (60) working days of service from date of hire with the Employer, after which time their continuous service for all purposes of this Agreement shall date from the last date of hire.
- (b) New part time employees of the Employer shall be considered probationary employees until they have completed 450 hours worked from date of hire with the Employer, after which time their continuous service for all purposes of this Agreement shall date from the last day of hire.
- (c) Where an employee is being transferred from one shift to another the need for orientation will be reviewed and determined by the Administrator.
- (d) Part time seniority shall accumulate on the following basis:

- (1) Hours worked and paid for by Employer and hours not worked and paid by the Employer.
 - (2) Pregnancy Leave for up to 17 weeks.
Parental Leave for up to 35 weeks.
 - (3) Item 2 is based on the average hours worked in the eight (8) weeks immediately preceding the absence.
 - (4) In the case of injury/illness credit for the scheduled days lost.
- (e) Seniority for all purposes shall accrue for 24 months for all purposes when an employee is absent due to illness or injury whether or not such illness or injury is compensable. Seniority for layoff, recall, job posting or other non-economic reasons shall accrue for the period of illness or injury.

8:02 In the event that a part time employee should become a full time employee, such employee's name will be removed from the part time employees' seniority list and will be added to the full time employees' seniority list. Such employees shall be credited with all accrued seniority to the date of her becoming a full time employee in accordance with the following formula:

Eighteen hundred (1800) hours equals one (1) year.

Such employee will be given a seniority date on the full time employees seniority list, which will reflect the amount of his full time seniority determined in accordance with the foregoing formula.

8:03 Part time departmental seniority to be calculated on the basis of anniversary date for the purpose of deciding vacation preference, etc. (not wages).

8:04 The Employer shall supply the Union with a set of seniority lists on March 15 and September 15 of each year showing the employees and their seniority starting date and sick leave accumulation to date. Seniority as posted will be deemed to be final and binding and not subject to complaint unless such complaint is made in writing within thirty (30) days from the date of posting; unless the employee is on an approved leave at which time the employee is given a further seven (7) calendar days upon return.

8:05 Where a part time employee transfers to full time, all benefits (i.e. sick leave, health and welfare, etc.), which are applicable to full time but not part time employees, shall commence on the completion of thirty (30) working days of full time service.

8:06 **Orientation**

Normally new employees shall be scheduled as additional staff for a five (5) day orientation period.

ARTICLE 9 – LOSS OF SENIORITY AND JOB POSTING

9:01 Termination of Service

Continuity of service shall be considered broken employment and seniority lost when:

- (a) An employee quits or is discharged and is not reinstated pursuant to the grievance procedure.
- (b) An employee is absent from work for two (2) consecutive scheduled working days without sufficient cause or without notifying the Employer, unless such was not reasonably possible.
- (c) An employee overstays a permitted leave of absence without sufficient cause or without notifying the Employer, unless such was not reasonably possible.
- (d) An employee has been laid off continuously for a period in excess of thirty-six (36) consecutive months.
- (e) An employee fails to notify the Employer of his intention to return to work within five (5) calendar days following a layoff and after being notified by registered mail to do so, unless such was not reasonably possible.
- (f) An employee fails to return to work on the date arrived at in (e) above unless such was not reasonably possible.

9:02 The Employer shall give notice of termination of employment to all employees in accordance with the employment standards legislation in the Province of Ontario except in cases of dismissal for cause or termination of employment during an employee's probationary period.

Seniority for part time employees shall accumulate on the basis of 1800 hours equals one year's seniority.

Part time employees shall accumulate seniority while on W.S.I.B. on the basis of the average of the immediate six (6) week period's paid hours.

For full time employees, continuous service shall mean unbroken employment and seniority shall include:

- (a) holidays;
- (b) scheduled days off;
- (c) suspensions;
- (d) approved leave of absence for a period of four (4) weeks per year;
- (e) absence because of illness or injury;
- (f) absence on Workplace Safety and Insurance Board.

9:03.01 - Short Term Layoff

In the event of short term layoffs (a layoff of less than thirteen (13) weeks) the Employer will determine the shift(s) and classification(s) in which the layoffs will occur. The parties can agree to alternative methods of reduction of hours if time permits.

9:03.02 - General Provisions Related to Layoffs

For purposes of layoff the full-time and part-time seniority lists will be merged. It is understood and agreed that if a part time employee bumps a full time employee as part of the layoff procedure the part time employee is accepting the full time position only. Similarly, if a full time employee bumps a part time employee as part of the layoff procedure the full time employee is accepting the part time position only. Note that the matter of benefits coverage will be determined by the status into which the employee bumps.

9:03.03 - Long Term Layoffs

In the event of a proposed layoff of a permanent or long term nature, the Home will provide the Union with at least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.

9:03.04 The Employer agrees to give as much advance notice of layoffs and recalls as is reasonably possible. Prior to issuing any layoff notices, the Employer agrees to discuss pending layoffs with the Union. Layoffs will be implemented according to seniority in the classification and shift where the layoff occurs, and the recalls will be in accordance with .07 below.

- (a) One (1) week notice in writing to the employee if his or her period of employment is less than one (1) year.
- (b) Two (2) weeks' notice in writing to the employee if his or 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 his or 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 his or 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 his or 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 his or 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 his or 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 his or her period of employment is eight (8) years or more.

9:03.05 - Layoff Procedure

An employee who is subject to layoff in 9:05.04 above shall have the right to either:

- i) accept the layoff; or
- ii) displace an employee who has less bargaining unit seniority provided she has the qualifications and can perform the duties in question without training other than orientation.
- iii) An employee who is displaced as a result of the operation of (ii) may accept the layoff or displace a less senior employee provided she has the qualifications and can perform the duties in question without training other than orientation. Such employee so displaced shall be laid off.
- iv) The decision of the employee to choose (i) or (ii) above shall be made in writing to the Administrator within three (3) business days following notification of layoff or advice that the employee is to be bumped. Employees failing to do so will be deemed to have accepted the layoff.

9:03.06 Employees on layoff may apply for any posted position, however the job posting procedures will apply unless otherwise noted. The Employer will send job postings to employees on recall via registered mail (or equivalent).

9:03.07 Recall Rights

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the qualifications and can perform the duties in question without training other than orientation.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified unless a satisfactory reason is given. The employee is solely responsible for her proper address being on record with the Employer.
- (d) Employees on layoff, or notice of layoff, have a right to consideration for temporary vacancies expected to exceed fourteen (14) days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (e) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months. Employees on recall are responsible for the maintenance of any skills and/or license to practice required for them to return to work.
- (f) In cases of a layoff and recall seniority shall apply provided the employees concerned can perform the normal requirements of the job.

9:04 Notices

Any notice to any employee under this Agreement may be given personally, in writing, or by telegraph or prepaid registered post addressed to the employee at his last address shown on the seniority list or on the payroll of the Employer. A copy of such notices shall also be mailed to the Union office on the same day.

9:05 Job Posting

- (a) When a vacancy occurs in any department of the Home coming within the scope of this Agreement, a notice will be posted within three (3) days of the position becoming vacant, and will remain posted for seven (7) calendar days, requesting applications to fill such vacancy from employees of the Employer. It is understood that the Employer may temporarily fill the vacancy during the posting. The Chairperson shall receive a copy of all Job Postings.
- (b) The Employer shall consider all employee requests for transfer or promotion before considering outside applicants.
- (c) In all cases of job postings, the following factors shall be considered:
 - 1. Education, Skill and ability;
 - 2. Seniority.

Where the factors are relatively equal, seniority shall govern.

- (d) Commencing on the date of transfer there will be a "Trial Period" of thirty (30) working days for all postings in order to determine that the employee has the skill and ability to perform the new duties. At the end of this time either the Employer or the employee may request that the employee return to her previous duties. In the event of an employee being returned to their former position it will occur on the next posted schedule.

A part-time employee who is the successful applicant for a temporary position of more than three (3) months is not entitled to apply for any other position posted while she occupies that temporary position, except for permanent positions.

- (e) A temporary job posting that is expected to be or that has been in excess of one (1) month will be filled by a bargaining unit employee in accordance with the job posting provisions contained herein. Employees who transfer to temporary positions at their request shall proceed to the applicable rate for their classification based on their acquired seniority.
- (f) Part-time employees working in a temporary full-time position will be scheduled their vacation entitlement the same as the permanent full-time employee.

9:06 So long as a full time position exists, there will be no splitting of that position into two (2) or more part time positions without the agreement of the Union. Such agreement not to be unreasonably withheld.

9:07 **Transfer To Positions Outside Bargaining Unit**

An employee who applies for and is transferred to a temporary position outside the Bargaining Unit for a period of up to eighteen (18) months shall retain, but not accumulate seniority held at the time of transfer. In the event the employee is returned to their position in the Bargaining Unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the Bargaining Unit.

For clarity, an employee who accepts a permanent position outside of the bargaining unit shall be deemed to have left the bargaining unit.

ARTICLE 10 – JOB CLASSIFICATION AND WAGES

10:01 Schedule "A" attached hereto shows the classification and wages of the employees within the bargaining unit with effect from the dates set out therein. The parties agree that the said schedule and contents hereof shall constitute part of this Agreement. It is further agreed that if any new classification with the scope of the Certificate of Certification is created during the lifetime of this Agreement, wage rates for such classifications shall be negotiated between the Employer and the Union not later than fourteen (14) calendar days after the Employer

establishes any such classification. If the parties fail to agree on wages for such classification, either party may refer the matter to arbitration if necessary.

10:02 Any question having to do with changes in classification may be the subject of a grievance and dealt with under the Grievance Procedure including arbitration proceedings.

ARTICLE 11 – PAYMENT OF WAGES

11:01 All employees will be paid bi-weekly on every second Thursday, for the payroll period ending two (2) weeks previously. In the event that a paid holiday falls on a regular pay day, then employees will be entitled to be paid on the day immediately preceding the normal pay day. Employees shall be paid by direct deposit system.

11:02 Payments shall be made for time worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employees may be entitled during such period. Any error made by the Employer in calculating payments as provided for in this Article shall be corrected and paid when such errors are brought to the attention of the Administrator or his nominee and not delayed or paid on the following pay day, if such error exceeds eight (8) hours of pay.

11:03 The Employer shall endeavour to provide T4 statements for all employees no later than the second pay day of February of each year.

11:04 Where an RPN or an RN is hired, and has recent related RPN or RN 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 (1) years movement on the grid for each one (1) years' experience. Where the experience is part time one (1) year equals 1800 hours paid.

ARTICLE 12 – UNIFORMS

12:01 Employees who are required to wear a uniform at the request of the Employer shall be paid a monthly uniform allowance of \$12.00 per month for full time employees and \$6.00 per month for part time employees.

12:02 This allowance to be paid semi-annually on the pay period ending closest to April 15th and October 15th.

12:03 Where an employee is off work due to illness, their uniform allowance will continue to be paid if an employee is absent for less than one month. Uniform allowance will not be paid to new employees prior to completion of the probationary period.

12:04 Benefits on Layoff

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

12:05 Grievances concerning layoffs shall be initiated at the final step of the grievance procedure.

ARTICLE 13 – HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

13.01 Nothing in this Article or in this Agreement shall be construed as a guarantee of the hours of work to be performed per day or per week, or of the days of work per week.

13.02 The normal hours of work for any employee in the bargaining unit at the Facility shall not exceed seven and one-half (7 ½) hours per day, exclusive of a thirty (30) minute unpaid meal break per day, or thirty-seven and one-half (37 ½) hours of work per week, exclusive of the unpaid meal breaks.

13.03 For shifts which exceed four (4) hours of work, there shall be a one-half (1/2) hour unpaid meal break scheduled by the Employer. If the meal break is unavoidably interrupted, equivalent time off will be scheduled by the Employer later in the shift.

13.04 (a) In each seven and one-half (7 ½) hour shift, exclusive of unpaid meal breaks, there shall be two (2) paid fifteen (15) minute breaks at a time designated by the Employer.

(b) Employees who work outside a normal seven and one-half (7 ½) hour shift shall, after four hours, receive one-half (1/2) hour paid rest period.

(c) Employees who work a short shift of four (4) hours or more shall receive a paid fifteen (15) minute break.

(d) Employees shall not be scheduled for a fixed nursing shift that is less than four (4) hours.

(e) In the event that a meal period is delayed and/or interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal period will be taken within two (2) hours of the interruption. If the employee is unable to reschedule such time, she shall be paid time and one-half

(1 ½) her regular straight time hourly rate for all time worked in excess of her normal daily hours.

- 13.05 When the time is changed to Daylight Saving Time from Standard Time, or vice versa, an employee whose schedule requires her to work an extra hour shall be paid at her regular, straight time hourly rate for all hours actually worked.
- 13.06 The Employer shall post work schedules on a four (4) week basis at least two (2) weeks prior to the effective date of the schedule. Requests for time off shall be made at least one (1) week prior to the posting of the schedule. No changes shall be made in the schedules of the employees once the effective date has been reached unless the employee and the Employer agree except in an emergency situation (fire, flood, act of God, or Ministry of Health order) where agreement with the affected employee (s) is not possible.
- 13.07 A full time employee who, as of January 1, 2002, has "straight" shifts (that is, she is scheduled to work only one type of shift) shall not be scheduled to work rotating shifts (that is, more than one type of shift) without her written consent.
- 13.08 A request for a change in the posted work schedule for an exchange of days off or shifts must be submitted in writing and co-signed by both the employees willing to exchange days off or shifts, at least four (4) days before the proposed change, except in the case of emergency. The approval of such a request is subject to the discretion of the DOCS or designate, and it is understood and agreed that the request will not be approved if the change would interfere with the safe and efficient operation of the Facility. Such approval will not be unreasonably withheld.

Employees will only be permitted to exchange days off or shifts with qualified employees within the same nursing classification. If approved, a shift or schedule change will not entitle any affected employee to claim any overtime or other form of additional compensation from the Employer.

Employees are limited to being involved in one shift exchange per pay period.

- 13.09 The regular, straight time hourly rate of pay is that set out in the wage schedule attached to and forming part of this Agreement.
- 13.10(a) Provided that the overtime has been authorized or approved by the DOCS or designate, overtime pay will be paid for all hours worked in excess of seven and one-half (7 ½) hours in a day, exclusive of unpaid meal breaks, or in excess of seventy-five (75) hours in any two week period starting at 11:01 p.m. on Saturday, exclusive of unpaid meal breaks, at the overtime rate of one and one-half (1 ½) times the employee's regular, straight time hourly rate of pay. It is understood that at the change

of shift there may be additional time required before the shift for reporting and charting which shall be considered to be part of the normal-daily shift for a period no longer than fifteen (15) minutes duration.

- (b) Notwithstanding the foregoing, overtime shall not be paid for additional hours worked as a result of voluntary exchange with another employee.

13.11 It is understood and agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.

13.12 (a) Except by agreement between the Facility and the employee concerned, no employee shall be required to work more than five consecutive days or more than twenty (20) days in any four (4) week period. Employees who are requested to work more than five (5) consecutive days or more than twenty (20) days in any four (4) week period shall receive overtime pay for all such requested hours. However, employees may change shifts, in which case no employee shall work in excess of seven (7) consecutive days due to such a change. Overtime shall not be paid if an employee works more than five (5) consecutive days due to a voluntary exchange with another employee.

- (b) The above shall not apply during the period from December 15 to January 15. However, the Employer shall make every reasonable effort during this time not to schedule employees to work more than five (5) consecutive days or more than twenty (20) days in this time period.

13.13 **Reporting Pay** – When an employee reports for work at the start of her regular shift and regular work is not available, she shall be provided with at least four (4) hours of work or at least four (4) hours of pay in lieu at the regular straight time hourly rate of pay, if she was not notified at least two (2) hours in advance not to report to work.

13.14 **Late Notice Reporting** – If an employee is called in to work with less than one (1) hour's notice prior to the start of the shift and she reports within one (1) hour of the phone call, she shall be paid for the complete shift if she works the balance of the shift.

13.15 **Callback** – Where an employee has completed her scheduled shift and left the Facility and is called back to work to cover another shift outside her regular scheduled working hours, she shall receive one and one-half (1 ½) times her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 ½) her regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into her next scheduled shift. In such a case she will receive time and one half (1 ½) her regular straight time hourly rate for actual hours worked up to the commencement of her next shift.

13.16 An RN, who is designated by the Employer to relieve the Director of Clinical Services, shall be paid fifty dollars (\$50.00) per shift for each shift so worked, in addition to her regular rate of pay.

When there is no RN or Supervisor in the building for a period of more than ½ of a shift, the Employer will designate an RPN to act in charge. The RPN will receive eight dollars and fifty cents (\$8.50) per shift for each shift so worked, in addition to her regular rate of pay.

13.17 Employees shall be scheduled so that they have at least sixteen (16) hours between the completion of one shift and the commencement of the following shift. Employees required to commence work during that period will be paid at overtime rates for all hours worked during that period. This shall not apply to part time employees who accept a call-in during that period.

13.18 Full time employees shall be scheduled for at least every other weekend off; part time employees shall be scheduled for one (1) weekend off in every three (3) weeks.

13.19 If a full time employee is called in by the Employer to work on her day off, she may arrange another day off at a time mutually agreed with management.

13.20 The distribution of part time hours will be discussed and understood at time of hire. The Employer will endeavor to provide part time employees with two (2) scheduled shifts per week, taking into consideration seniority and available hours.

13.21 Where possible, if the employer does not require all employees to work either Christmas or New Years, the employer will schedule the employees off in order of seniority.

13.22 The schedule for the Christmas / New Years' time period (December 20 to January 4) shall be created through a self-scheduling arrangement. If an employee is scheduled to work Christmas Day in one year, that employee is entitled to have New Year's Day and the following Christmas Day off and is expected to work the next years New Year's Day and vice versa. Management reserves the right to cancel the self-scheduling practice if it appears the method is not working. When an employee is absent on an approved leave of absence during the holiday season, the employee will remain on his/her normal rotation of either Christmas or New Years.

13.23 **Call-In** – Where a shift must be filled on short notice due to unexpected illness, injury, or other absence, the following procedure will be used:

- (a) All part time employees in the classification who are not scheduled to work and would not be in an overtime position will be called in order of seniority;

- (b) All casual employees in the classification who are not scheduled to work and would not be in an overtime position will be called in order of seniority;
- (c) All full time employees in the classification who are not scheduled to work and would not be in an overtime position will be called in order of seniority;
- (d) All employees in the other classification (RN/RPN) may be called, where qualified and suitable;
- (e) If authorized by the DOCS or her designate, all full time employees in the classification who are not scheduled to work and are in an overtime position will be called in order of seniority.
- (f) If authorized by the DOCS or her designate, all part time employees in the classification who are not scheduled to work and are in an overtime position will be called in order of seniority.

A list showing the results of each call will be kept. Where a call is answered by an answering machine, a message will be left giving the employee an opportunity to return the call and accept the shift if not already filled.

Each subsequent call-in will begin at the top of the seniority list.

13.24 Shift Reduction – The following shall apply to full time employees who have completed five (5) calendar years of employment since their last date of hire.

- (a) Twice per year, every February and August, an employee may apply in writing to reduce her number of scheduled shifts from ten (10) to nine (9), specifying the preferred effective date and shift affected. The Employer will review such requests and provide a response to the employee within two (2) weeks. Such request shall not be unreasonably denied.
- (b) Shifts removed from a position as a result of (a) above shall be distributed among part time employees.
- (c) Twice per year, every February and August, an employee may apply in writing to return her number of scheduled shifts to ten (10). The shift added to the position shall be removed from part time employees, as necessary.
- (d) When a full time position which has been reduced to nine (9) shifts becomes vacant, it shall be posted as having ten (10) shifts, with the additional shift coming from part time employees, as necessary.
- (e) Where an employee has reduced her position to nine (9) shifts under this article, the Employer's portion of health insurance payments shall be pro-rated accordingly (ie. The Employer shall pay ninety percent (90%) of the normal Employer portion of health insurance premiums).
- (f) An employee who has completed ten (10) calendar years of employment since her last date of hire shall be entitled to reduce her number of scheduled shifts to either nine (9) or eight (8) per pay period, and subsequently to increase to either nine (9) or

ten (10) shifts per pay period, using the provisions described above. The Employer's portion of the health insurance payments shall be pro-rated accordingly.

13.25 Full time employees may give away a total of seven (7) shifts per year in accordance with the process and guidelines for shift exchanges in Article 13.08.

ARTICLE 14 – SHIFT PREMIUM AND WEEKEND PREMIUM

14:01 Shift Premium

An employee working the afternoon shift shall be paid a premium of twenty-five cents (25¢) per hour and employees working the night shift shall receive seventy-five cents (75¢) per hour for each hour worked on the night shift.

14:02 Weekend Premium

Effective the start of the first pay period after the date of ratification (**August 22, 2022**), employees will receive a shift premium of **fifty cents (50¢)** per hour for all hours worked over the forty-eight (48) hour period starting with the shift commencing after the end of the evening shift on Friday, and ending at the end of the evening shift on Sunday.

ARTICLE 15 – PAID HOLIDAYS

15.01 The following will be considered as paid holidays:

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

15.02 Each full-time employee who qualifies shall receive holiday pay for each holiday listed in Article 15.01. The employee's holiday pay shall be calculated based on seven and one half (7½) hours per holiday.

Part-time employees shall not be entitled to holiday pay or "lieu days" in lieu of holiday pay. Instead, the in-lieu-of amount earned by part-time employees shall be deemed to include holiday pay, for those holidays listed in 15.01.

15.03 To qualify for holiday pay, an employee must have worked her scheduled shift before and her scheduled shift after the holiday. However, if an employee's absence on the regular scheduled working day immediately prior to and/or following the holiday is due to an illness (as confirmed by a doctor's certificate, if required by the Employer), the foregoing qualifications do not apply and the employee shall be eligible for one (1) day's holiday pay during any one (1) illness, except in the Christmas and New Year's period (where there is

more than one (1) holiday), where the entitlement shall be limited to a maximum of two (2) days.

15.04 Subject to Article 15.02, a full-time employee who is required to work on any of the holidays named in Article 15.01 will, at the option of the employee, receive either:

- (a) Pay at the rate of time and one half (1½) the employee's regular rate for work performed on such holiday in addition to the employee's regular pay; or
- (b) Receive pay at the rate of time and one half (1½) the employee's hourly rate for work performed and accumulate a lieu day, as follows: Employees may accumulate unused paid holidays during the calendar year in which they occur, and may take them at times mutually agreed upon between the employee and management. Such agreement shall not be unreasonably withheld. Such accumulated holidays shall not be taken during July and August or during the period between December 15 and January 15. Payment for lieu days shall be made with the pay for the pay period in which the lieu day was taken, at the rate at which the lieu day was earned.

15.05 Part-time employees required to work on one of the holidays listed in Article 15.01, shall receive pay at the rate of time and one half (1½) the regular rate for all hours worked on such a holiday.

15.06 If one of the above named holidays occurs on a full-time employee's regular day off or during her vacation period, the employee shall receive an additional day off in lieu in accordance with Article 15.04(b).

15.07 If a full-time employee is scheduled to work on a holiday and does not report for work, she will not be entitled to holiday pay unless such absence is due to illness, injury, or other reasonable cause.

15.08 Each employee shall be entitled to two (2) floating holidays with pay. A float holiday is to be taken at a time mutually agreed upon between management and the employee. Such agreement shall not be unreasonably withheld. Such holidays shall not be taken during July and August or during the period between December 15 and January 15.

15.09 For the purpose of clarity the paid holiday shall be the twenty-four (24) hours period beginning with the shift commencing after 9:59 p.m. on the evening preceding the paid holiday and end at 10:59 p.m. on the holiday.

ARTICLE 16 – VACATION

16:01 Employees shall be entitled to vacation time and pay as follows:

Period Worked	Vacation Time	Vacation Pay
Less than 1 Year		4% of gross earnings
1 but less than 2 Years	2 weeks	4% of gross earnings
2 but less than 8 Years	3 weeks	6% of gross earnings
8 but less than 15 Years	4 weeks	8% of gross earnings
15 but less than 22 Years	5 weeks	10% of gross earnings
22 but less than 28 Years	6 weeks	12% of gross earnings
28 years or more	7 weeks	14% of gross earnings

** Vacation Pay shall be calculated as the appropriate percentage of an employee's gross annual earnings.

16.02 The date for determining the "period worked" is the employees' last hiring date.

16.03 The assignment of vacation dates shall be based on seniority as much as possible, but the final decision on all vacation date assignments will be made by the DOCS following a review of any competing requests and having due regard for the proper operation of the Facility.

It is understood that there will be no vacations assigned or permitted between December 20 of one year and January 4 of the following year, and also that an employee will only be assigned a maximum of three (3) weeks of vacation, which may include a maximum of three (3) single vacation days between July 1 and Labour Day. Blocks of vacation will receive priority.

16.04 Employees will not be permitted to accumulate their vacation entitlements from any one (1) year to the next, and employees may not waive the first two (2) weeks of vacation entitlement and draw double pay.

16.05 Each employee must submit a written request stating her preferred vacation dates not later than April 1 of each year, and the Employer will post the vacation schedule for the Facility by May 30th of each year. Vacation requests made by April 1st shall be considered on the basis of seniority when there are conflicts. Vacation requests made after April 1st will be considered on a first come first served basis.

16.06 Full time employees shall be paid vacation pay, from accrued vacation, in proportion to time taken, when taking vacation. Such pay shall be provided in the same manner and at the same time as regular pay would be. Any unused vacation pay shall be paid out in the pay period following December 1 of each year.

- 16.07 For part time employees, vacation pay shall be paid out in full in the first pay period following July 1. Vacation pay shall be paid prior to July 1 if the employee makes a written request to the Employer at least two (2) weeks in advance.
- 16.08 For the purposes of calculating vacation entitlement, the vacation year shall run from January 1 of one year to December 31 of the next. Part time employees will be entitled to seniority hours for the time they are on vacation.
- 16.09 When an employee does not provide at least two (2) weeks' notice of termination of employment, the employee shall only be entitled to vacation pay in accordance with the *Employment Standards Act*, unless such notice is not possible due to emergency.

ARTICLE 17 – HEALTH AND WELFARE

- 17.01 Subject to Article 13.26, the Employer agrees to pay the indicated percentages of the following benefits for full-time employees, excluding probationary employees:
- (a) the full premium cost of life insurance in the amount of thirty thousand dollars (\$30,000) per employee; the full premium cost of Accidental Death and Dismemberment Insurance for the employee of the same amount as the life insurance coverage. Increase to \$35,000 effective February 1, 2017;
 - (b) Dental Coverage: plan equivalent to Blue Cross #9, with a \$10/\$20 deductible, paid at 2 year ODA lag; premiums paid 50% by Employer and 50% by employee;
 - (c) the full premium cost of an Extended Health Care plan, including but not limited to a drug plan equivalent to Green Shield thirty-five cents (\$0.35) plan, including paramedical coverage that provides for \$500.00 combined annually per eligible employee and family member for physiotherapy, chiropractic, massage therapy and support hose; **effective the start of the first full month after ratification coverage increases to \$700.**
 - (d) the full premium cost of a Vision plan providing coverage of **three hundred dollars (\$300.00)** and one eye exam every twenty-four (24) months. **Eye exam is separate from the current \$300.00.**
 - (e) the full premium cost of a Weekly Indemnity (Short-term Disability) plan as outlined in Article 21. The carrier for all health and welfare plans will be selected by the Employer. The Employer is responsible for the administration of any insurance policy established in order to provide the health and welfare plans as herein set forth.

Part-time employees shall receive eight and one half percent (8.5%) for every hour worked in addition to their regular wages in lieu of the above benefits and statutory holiday pay.

- (f) **Existing benefit plan shall be amended to provide a separate entitlement for eligible employees to Mental Health Services by a psychologist, registered psychotherapist or social worker to a maximum of five hundred dollars (\$500.00) per year.**

17.02 (a) The Employer shall be responsible at all times for the enrolment and proper remittance and payment of premiums to the insurance carrier. The Employer may substitute another insurance underwriter, carrier, or plan for any of the foregoing coverage or plans at its discretion, provided that the level of benefits provided by the replacement carrier or policy are equivalent. The Employer will provide sixty (60) days notice in advance of such change.

- i. Coverage and payment of benefits under all of the insurances outlined above shall be subject to the specific terms and conditions of the insurance policy contract.
- ii. The Union shall be supplied with the details of the policy with the insurance carrier(s) which applies to the bargaining unit.
- iii. All employees covered by the insurances shall be supplied with a current copy of a booklet as provided by the insurance company, outlining the coverage to which they are entitled.

17.03 When a part-time employee fills a temporary full-time posting and has worked that position for three months, that employee shall be entitled to the benefits enjoyed by full-time employees for the remainder of the time spent in that position.

17.04 Full-time employees on an unpaid leave of absence will have their benefits continued for only the month in which the absence commences and the following month. Employees may elect to pay 100% of the total premiums for an additional three (3) months, when on an approved unpaid leave.

ARTICLE 18 – LEAVE OF ABSENCE

18:01 (a) Short Term Union Leave of Absence

Leave of absence without pay and without loss of seniority shall be granted upon receipt of two (2) weeks' written notice to the Employer by employees elected or otherwise selected to represent the Union at Union functions, and provided that such

leave of absence does not interfere with efficient operations. Time for such leave of absence shall not exceed a total of twenty-five (25) days in any one (1) year and not more than two (2) employees shall be permitted to be absent at any one time. Where an employee is on approved union leave the employer will continue to pay all wages and benefits. The employer will then submit a detailed invoice for such wages and benefits paid to the affected employee and any other employee costs associated with those wages to the Local Union office for reimbursement.

(b) Long Term Union Leave of Absence

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 three (3) years 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. The Employer will post the vacancy arising as a result of the granting of this leave as a temporary vacancy, which will be filled in accordance with the provisions of the job posting article.

18:02 Bereavement Leave

- (a) Upon the death of an employee's spouse, child or step-child, mother, or father, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employee's 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, ending with the day of the funeral.
- (c) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (d) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay.

Note: 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.

- (e) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

- (f) An employee can apply to use a paid bereavement day to which she would otherwise be entitled in accordance with this clause for use at a later date to attend an interment or equivalent service.
- (g) 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.

18:03 Jury Duty/Witness Duty

An employee required to serve as a juror, or is subpoenaed as a witness, the Employer agrees to pay to the Employee the difference between the money received for acting as a juror and the pay at the Employee's basic rate which the Employee would have received if he/she had not been required to serve on such jury and had worked his normal shift. This will be effected by the Employee signing over his jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular payments. The employee is to notify his/her Supervisor as soon as possible after receipt of notice of selection for jury duty. The employee will come to work during those regularly scheduled hours that he is not required to attend court.

ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE OF ABSENCE

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

19:01 Pregnancy Leave

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

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 19:09, Parental Leave.

- 19:02 An employee who does not apply for leave of absence under Article 19:01 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 19:01 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 19:03 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.
- 19:04 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift, if designated.
- All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 19:05 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations under the expiry thereof, the employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 9.
- 19:06 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 19:07 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 19:08 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 19:09 of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

19:09 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) 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.
- (c) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-three (63) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks after it began (or sixty-three (63) weeks, if the employee did not take pregnancy leave) or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.

- (e) For the purpose of parental leave under Article 19:09 Parental Leave, the provisions under 19:00, 19:03, 19:04, 19:05, 19:06, 19:07 and 19:08 shall also apply.

19:10 An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance benefit.

Notwithstanding Article 19:01 above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings. The supplemental insurance benefit shall commence upon presentation of proof by the employee that she is in receipt of E.I. benefits. Thereafter such payment shall continue. It is agreed that the employees shall notify the employer of any changes to their E.I. benefits.

Vested Interest

Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income

Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

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

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

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance Act.

The S.U.B. top-up by the Home would not take into account EIC insurable earnings from sources other than this facility.

19:11 For the purposes of this Article the parties agree to calculate regular weekly earnings and seniority on the basis of the average of the hours paid for the twenty-seven (27) weeks prior to the date the leave began.

ARTICLE 20 – LEAVE OF ABSENCE AND WORKPLACE SAFETY AND INSURANCE BOARD

20:01 An employee may be granted leave of absence without pay for personal reasons, at the discretion of the Employer, provided that such leave may be granted without undue inconvenience to the normal operations of the Nursing Home. Except in emergencies, written application for leave of absence must be made at least two (2) weeks in advance of such leave.

20:02 Where any leave of absence exceeds four (4) or more consecutive weeks:

- (a) Credits for vacation and accumulative sick leave seniority will not accumulate during the leave.
- (b) The Employer will make no payments towards OHIP or any other plan in effect during the leave. The employee, however, may continue his coverage in the plans by

contributing the cost of the premiums to the Employer who will make the payments to the respective carriers.

- (c) An employee who utilizes a leave of absence for purposes other than those for which the leave of absence was granted will forfeit all seniority rights and privileges contained in the Agreement unless otherwise agreed by the Union and the Employer.

20:03 Workplace Safety and Insurance Board

Where a full time employee is absent due to illness or injury which is compensable by Workplace Safety and Insurance Board the following shall apply:

- (a) The Employer shall continue to pay his share of any and all health and welfare benefits for the month in which the absence commences and for up to twenty-four (24) months.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
- (c) An employee will not be eligible for paid holidays, sick leave or any other benefits to this Agreement, except where specified elsewhere, during any absence covered by Workplace Safety and Insurance Board.
- (d) Provided that an employee returns to work within three (3) years of the date of illness or injury, time spent on Workplace Safety and Insurance Board shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

20:04 (a) In the case of absence due to a compensable accident, where the anticipated length of such absence is one (1) month or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 9:05) of this Agreement. Where the anticipated absence is less than four (4) weeks, the Employer may fill the position at his discretion.

- (b) If an employee returns to work, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of injury. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning, provided that her own seniority is greater.)
- (c) If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of the 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 the classification.

- (d) Employees who return from a leave shall notify the Employer in advance of commencing work what benefits the employee would like to re-establish. An employee receiving worker's compensation (WSIB), upon return to at full duties will be provided with their former position or a comparable position if the original position is no longer available. If no comparable position is available, the employee will be able to exercise their rights under the layoff provisions of the collective agreement.

ARTICLE 21 – SICK LEAVE

21.01 Sick Leave

- (a) (i) Full time seniority employees will accumulate sick days at the rate of one and one half (1 ½) sick days per calendar month worked, to a maximum accumulation of twelve (12) days. After probation each employee will be credited with three (3) sick days.

Employees will be paid out, at their regular hourly rates, one half (1/2) of sick time available in their regular sick bank as of December 31 of each year. The payment will be added to the pay cheque for the pay period which includes December 31. The one half (1/2) of sick time not paid out will remain in the employees' regular sick banks.

- (ii) The employee shall apply for E.I. sick leave for weeks two (2) through sixteen (16) of any personal illness or injury. The Employer will top up these benefits to sixty-six and two thirds (66⅔) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds (66⅔) percent of her straight time wages for weeks two (2) through sixteen (16) of any personal illness or injury but shall not be eligible for benefits under (iii) below.
- (iii) The Employer will pay one hundred percent (100%) of the billed premium for full time employees for a weekly indemnity plan covering personal illness or injury for weeks seventeen (17) through thirty-two (32) of such illness or injury. Payment under weekly indemnity will be sixty-six and two thirds (66⅔) percent of scheduled straight time wages lost.
- (b) Any employee absenting herself on account of personal illness shall, where possible, notify the Employer on the first day of illness at least three (3) hours before the start of her shift if on the afternoon or night shift, and at least one (1) hour before the start of her shift if on the day shift. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick benefits for that day of absence.

- (c) It is understood and agreed by both parties that neither pregnancy nor resulting childbirth shall be considered as personal illness for the purpose of this Agreement;
- (d) Employees shall notify the Employer of their intention to return to work after illness at least eight (8) hours prior to return, wherever this is possible. If less than eight (8) hours' notice is given, the Employer cannot guarantee that work will be available for that shift.
- (e) If an employee draws Employment Insurance benefits while absent from work due to illness, she shall not be entitled to draw sick pay for the same period of time;
- (f) An employee absent from work because of an injury that is compensable under the *Workplace Safety and Insurance Act* shall not lose any accumulated sick days.
- (g) In the event an employee becomes ill during a period of vacation time, and such illness is verified by a doctor's certificate, the employee may draw sick pay and re-schedule vacation time lost due to illness at a date agreed upon with management.
- (h) In a case where an employee is absent from work for at least three (3) consecutive days because of a personal illness or injury and claims sick leave pay, or the Employer has reasonable grounds to suspect abuse of the sick day system by an employee, the Employer may require the employee to provide proof of illness or injury by having a form, provided by the Employer, filled out by a qualified medical practitioner, stating that, in the opinion of the physician, the employee could not attend work because of the illness or injury. The Employer shall pay the cost of obtaining such a form.

ARTICLE 22 – EDUCATION LEAVE

- 22:01 (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
 - (c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) month's notice, in writing, unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

(d) **Mandatory Education and In-Services**

When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay.

When an employee is required by the Employer to attend any in-service program or e-learning outside of her or his regularly scheduled working hours the employee shall be paid at her or his regular straight time hourly rate of pay.

The Employer will make every attempt to schedule such meetings during working hours.

ARTICLE 23 – PAID EDUCATION LEAVE

23:01 The Employer agrees to pay into a special dues fund the amount of two cents (2¢) per hour for all compensated hours. Such monies will be paid on a quarterly basis into a fund established by Unifor and shall be utilized by the Union at its discretion and sent by the company to the following address: Unifor Paid Education Leave Program, Unifor Family Education Centre, R. R. #1, Unifor Road 25, Port Elgin, Ontario, N0H 2C5.

ARTICLE 24 – GENERAL

24:01 The term employee or employees shall mean any or all of the employees in the Bargaining unit as defined above unless otherwise provided. The masculine pronoun shall include the feminine pronoun where the context so requires.

24.02 Workload

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- (a) When a workload issue is identified, the employee(s) shall discuss the issue with the Employer to develop strategies to meet resident care needs using current resources. If necessary, using established lines of communication, the employee(s) shall seek assistance from an individual(s) identified by the Employer who has responsibility for the management of workload issues in a timely manner.
- (b) The Employer agrees to discuss the topics of workload and working short at labour management meetings during the currency of this agreement. Either party may bring such information or data as it wishes to the meeting.

In the event that the Home assigns a number of residents or workload to an individual employee or group of employees, such that she/they have cause to believe that she or they

are being asked to perform more than is consistent with proper care, they may raise the matter in labour management meetings.

24:03 Strikes and Lockouts

The Employer agrees that it will not cause or direct any lockout of the employees covered by this Agreement during the term of this Agreement or any extension thereof. The Union agrees that there shall be no strike during the term of this Agreement or any extension thereof.

ARTICLE 25 – NO PYRAMIDING

25:01 In no event shall there be any pyramiding of benefits, wages or payments and that premium payments under any of the terms of this Agreement shall not be duplicated.

ARTICLE 26 – PREPARATION OF THE AGREEMENT

26:01 In the printing of the contract there will be a 50/50 cost sharing by the Employer and the Union. Typing will be alternated between the Employer and the Union.

26:02 The Union will provide the Employer with a copy of the negotiated collective agreement and the Employer will review and respond, within forty-five (45) days of the ratification of the agreement.

ARTICLE 27 – DURATION AND TERMINATION

27:01 The Agreement shall be in effect from February 1, 2021 up to and including January 31, 2023 and shall continue in full force and effect until a new Agreement is reached either during the course of negotiations, conciliation or arbitration proceedings as required by the Ontario Labour Relations Act and the Hospital Labour Disputes Arbitration Act.

27:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within one hundred and twenty (120) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

ARTICLE 28 – CONTRACTING OUT

28:01 The Nursing Home shall not contract out any work usually performed by the members of the bargaining unit, if, as a result of such contracting out, a layoff of any employees results from such contract out.

28:02 It is agreed that no person excluded from the bargaining units shall perform any duties or work within the bargaining units except for the purpose of instruction, in cases of emergency

beyond the control of the Employer, and in the cases agreed upon by the Union and the Employer.

ARTICLE 29 – HEALTH AND SAFETY

- 29.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 29.02 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. Unifor will be entitled to one representative for every fifty bargaining unit members in the facility, with a minimum of one (1) representatives.
- 29.03 At no time shall the number of company members be allowed to outnumber the amount of union members.
- 29.04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.
- 29.05 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.
- 29.06 Without limiting the generality of the foregoing, the committee shall:
- i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment.
 - ii) Make recommendations for the improvement of the health and safety of workers.
 - iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
 - iv) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
 - v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or

organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.

- vi) Unifor representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.

29.07 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.

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

29.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.

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

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

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

29.13 a) National Day of Mourning

Each year on April 28 at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.

b) December 6th

Take back the night one minute of silence. (Montreal Massacre)

29.14 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).

29.15 Lockout and Machine Guarding

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

29.16 Employment of Disabled Workers

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

29.17 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.

ARTICLE 30 – LETTERS OF REPRIMAND

30:01 Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once twelve (12) 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 31 – INFLUENZA

31:01 Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatments is not covered by some other source the cost will be borne by the Employer.

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

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

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

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

ARTICLE 32 – RETROACTIVE PAY

- 32:01 (a) Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll. Retroactivity will be paid within three (3) pay periods (bi-weekly) of the Employer being notified of ratification/arbitration.
- (b) If an employee has terminated his/her employment, the Employer shall advise the employee within thirty (30) days by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her. Retroactivity will be paid within three (3) pay periods (bi-weekly) of the employees making such claim.
- (c) The Employer agrees to pay retroactive wages on a separate cheque as per the retroactive clause.

ARTICLE 33 – PENSION PLAN

33.01 (a) In this Article, the terms used have the meanings as described:

"PLAN," means the Nursing Homes and Related Industries Pension Plan.

"APPLICABLE WAGES" means the basic straight time wages for all hours paid including:

- (i) The straight time component of hours worked on a holiday;
- (ii) Holiday pay for the hours not worked;
- (iii) Vacation pay

All other payments, allowances and similar payments are excluded.

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

- (b) Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- (c) The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations the Employer has no requirement to fund any deficit in

the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

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

- (e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required to the Pension Benefits Act, R.S.O. 1990, Ch. P5, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

For further specificity, the items required for each eligible employee are:

- (i) To be Provided Once Only at Plan Commencement

Date of Hire

Date of Birth

Date of First Remittance

Seniority List (for purpose of calculations past service credit)

- (ii) To be Provided with each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings

- (iii) To be Provided Once, and if Status Changes

Address to be provided to the Home
Termination Date when applicable

- (iv) To be Provided Once if they are Readily Available

Gender
Marital Status

33.02 Where legislation or the plan prohibits an employee from contributing to the pension plan or alternative pension vehicle because of age the contributions the employer would otherwise have made will be added to the employee's wage.

LETTER OF UNDERSTANDING #1 – VIOLENCE AGAINST WOMEN

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

LETTER OF UNDERSTANDING #2 – WORKPLACE HARASSMENT

Harassment Policy in Respect of Unifor Members

1. Policy

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

2. **What is Harassment?**

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

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

3. **Responsibilities**

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

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The Employer and the Unifor will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the Unifor.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.
- The following examples could be considered as harassment but are not meant to cover all potential incidents:

Name calling;

Racial slurs or jokes;

Mimicking a person's accent or mannerisms;

Offensive posters or pictures on paper;

Repeated sexual remarks;

Physical contact that could be perceived as degrading;

Sexual flirtation, advances, propositions;

Leering;

Comments about a person's sex life;

Innuendo, gestures or taunting about a person's body, disability, attire or gender.

4. **Procedure**

The Employer and the Unifor are responsible for advising a complainant when this policy applies; providing education regarding harassment, advising options available, identifying and assisting complainants in obtaining counselling, facilitating in the resolution process and informing the complainant of their right to file a formal complaint with the Human Rights

Commission, appropriate professional governing bodies, union or charges under the criminal Code. In addition, the Employer and the Unifor will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

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

LETTER OF UNDERSTANDING #3 – CMI RESULTS

The Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI results. It shall be the function of the Committee in these circumstances to consider possible ways and means of enhancing quality of hands-on care while avoiding or minimizing potential adverse effects upon employees in the bargaining unit. The purpose of this meeting is to discuss the impact of the CMI changes on the quality of hands-on care and staffing mix and levels of the facility, and to provide the Union with an opportunity to make representation in that regard.

LETTER OF UNDERSTANDING #4 – ABUSE AND THREATENING BEHAVIOUR

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff are to be treated with dignity and respect. Abuse or threatening behaviour shall include, but not be limited to the following:

- physical abuse;
- psychological abuse;
- emotional abuse;
- sexual abuse.

In order to provide and maintain an environment free of abuse/threatening behaviour all residents, family members, volunteers and persons having practicing privileges shall be informed that abuse/threatening behaviour towards staff will not be tolerated.

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

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

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

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

LETTER OF UNDERSTANDING #5 – RETURN TO WORK PROGRAM AND LABOUR MARKET RE-ENTRY

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

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

The Employer agrees that its Early and Safe Return to Work and Labour Market Re-Entry programs will include a statement that the Employer will make reasonable effort to provide modified duties, and that return to work plans will be based on the individual worker's restrictions.

LETTER OF UNDERSTANDING #6 – IN LIEU

Part time employees shall receive 8.5% of their straight time hourly rate paid per hour extra in lieu of benefits and statutory holiday pay in Article 15.01.

LETTER OF UNDERSTANDING #7 – RE: ADVANCE OF PENDING ILLNESS CLAIMS

- (a) In the event that an employee who is unable to attend work as a result of an illness applies for E.I. and there is a delay in her receiving an E.I. cheque because of an administrative error by the Employer or a delay by E.I. in processing the claim, the Employer will, upon request of the employee, advance to the employee an amount equal to that owed by E.I. the delay referred to herein does not include the normal waiting period.
- (b) The maximum that the Employer will advance will be four (4) weeks.
- (c) Upon eventual receipt of the E.I. cheques the employee will sign the cheque over, or pay amount owed, to the Employer. In the event the employee fails to comply with this section, the Employer has the right to seek other remedies including recovering the amount from any other monies it may owe to the employee including vacation pay.

LETTER OF UNDERSTANDING #8 RE: SHADOW POSITION

1. A shadow position is defined as a part-time employee who is normally scheduled to work on a specific full-time employee's scheduled days off, including requested days off, the exception being if shifts involved would include a "double-back."
2. Part-time employees in a job shadow remain eligible to take call-ins.
3. The part-time employee will be given the first option to work any shifts that the full-time employee has schedule off, including sick leave, vacation and statutory holidays.
4. When the full-time employee takes vacation of seven (7) calendar days (one week) or more, the part-time employee will assume the full-time employee's shifts, up to ten (10) shifts per pay. If possible, the part-time employee will not be scheduled to work more than four (4) days in a row.
5. If the full-time employee chooses to reduce his/her shifts, the part-time job shadow position will be given the opportunity to take those shifts as part of his/her regular schedule.
6. Part-time employees may give away one (1) shift per pay period, to be self-replaced according to the call-in procedure of Article 13.25.
7. Full-time employees in a job shadow situation will be allowed to give away seven (7) shifts annually. It is understood that the two (2) additional days may not be taken between July 1 and August 31, or during the Christmas/New Year's period. It is also agreed that if give-aways need to be done on short notice, paperwork may be done later, provided that the manager is somehow notified before the shift.

LETTER OF UNDERSTANDING #9 RE: RPN WAGE ADJUSTMENTS

Registered Practical Nurses (RPN)s with ten (10) years of seniority as of September 30th, 2008 will receive an additional fifty (50) cents for every hour worked in addition to the grid.

RPNs with fifteen (15) years of seniority as of September 30th, 2008 will receive an additional dollar (\$1.00) for every hour worked in additional to the grid.

LETTER OF UNDERSTANDING #10 – LHIN's

In the event of a service integration with another service provider the employer agrees to meet to discuss the integration and its effect on the bargaining unit.

LETTER OF UNDERSTANDING #11 – RE: LIABILITY INSURANCE

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

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

LETTER OF UNDERSTANDING #12 – RE: MENTAL HEALTH/HEALTH AND SAFETY

The parties agree that a psychologically healthy work environment is a desirable objective for both the Employer and its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

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

LETTER OF UNDERSTANDING #13 – RE: RACIAL JUSTICE

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

The Employer will recognize an employee who is elected by the Union to specifically deal with issues of workplace diversity and inclusion. Should this elected employee require unpaid time off, such requests for time off shall not be unreasonably denied.

LETTER OF UNDERSTANDING #14 – RE: ME TOO LANGUAGE

In the event that the Judicial Review of the Group of 11 Nursing Homes Arbitration (now referred to as the Maplewood application) results in a salary rate or other monetary improvements during their two (2) year period, the agreed upon terms herein (February 1st, 2021 to January 31st, 2023 for this bargaining unit) then the employer will increase the salary or other monetary improvements to match the above Judicial Review results and be retroactive, if applicable.

SCHEDULE "A" – CLASSIFICATIONS AND HOURLY RATES

	Current	Feb 1, 2021 1.5%	Feb 1, 2022 \$ 0.50	Feb 1, 2022 1.75%	
RN	Start	\$34.15	\$34.66	\$35.16	\$35.78
	After Probation	\$34.67	\$35.19	\$35.69	\$36.31
	1 Year	\$37.70	\$38.27	\$38.77	\$39.44
	2 Years	\$37.83	\$38.40	\$38.90	\$39.58
	3 Years	\$38.07	\$38.64	\$39.14	\$39.83
	4 Years	\$38.21	\$38.78	\$39.28	\$39.97
	5 Years	\$38.94	\$39.52	\$40.02	\$40.72
	6 Years	\$41.09	\$41.71	\$42.21	\$42.95
	7 Years	\$41.81	\$42.44	\$42.94	\$43.69
8 Years	\$42.17	\$42.80	\$43.30	\$44.06	
RPN	Start	\$24.36	\$24.73	\$25.23	\$25.67
	After Probation	\$25.79	\$26.18	\$26.68	\$27.14
	1 Year	\$26.34	\$26.74	\$27.24	\$27.72
	2 Years	\$27.19	\$27.60	\$28.10	\$28.59
	3 Years	\$27.48	\$27.89	\$28.39	\$28.89
	4 Years	\$27.66	\$28.07	\$28.57	\$29.07
	5 Years	\$28.40	\$28.83	\$29.33	\$29.84

DATED IN London, ONTARIO THIS 17th DAY OF October, 2022

FOR THE COMPANY

Mary Faithby
Kelli McLaughlin

FOR THE UNION

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