



# **COLLECTIVE AGREEMENT**

between

SEAFORTH LONG TERM CARE HOME

and

UNIFOR AND ITS LOCAL 2458

EXPIRY DATE: October 31, 2026

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## **ARTICLE 1—PURPOSE**

- 1.01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and the employees concerned, 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—SCOPE AND RECOGNITION**

- 2.01 a) The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Seaforth Long Term Care Home in the Town of Seaforth, save and except supervisors, persons above the rank of supervisor and registered nurses.
- b) The Employer agrees 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.
- 2.03 The term "full-time employees" shall mean employees who are normally scheduled to work a period of more than twenty-four (24) hours per week.
- 2.04 The term "part-time employees" shall mean employees who are normally scheduled to work twenty-four (24) hours per week or less.

## **ARTICLE 3—MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- a) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Long Term Care Home;
- b) To maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations. The Employer reserves the right to introduce new rules from time to time. Such rules will be made available to the employees and to the local Union. A copy will be given to the Chief Steward prior to implementation;
- c) To hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees provided that a claim of discriminatory transfer, promotion, demotion

or classification or a claim that an employee who has completed their probationary period has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge or discipline of a probationary employee shall be solely in the discretion of the Employer;

- d) To have the right to plan, direct and control the work of the employees and the operations of the Long Term Care Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

3.02 Management agrees that these rights will be exercised in a manner that is consistent with this Agreement as a whole.

#### **ARTICLE 4—UNION SECURITY INCLUDING WORK OF THE BARGAINING UNIT AND CONTRACTING OUT**

4.01 The Employer agrees that it will deduct union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this Agreement, in accordance with the provisions of the Constitution of Unifor, in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union to Unifor at the following address:

Unifor Local 2458  
3400 Somme Avenue  
Windsor ON N8W 1V4  
Attn: Secretary-Treasurer

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

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

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

If the Employer's payroll system cannot calculate dues exactly as provided in the Union Constitution, the parties will meet to resolve the issue between them resulting in the appropriate dues payment.

- 4.02 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 Seaforth Long Term Care Home.
- 4.03 Union Information for New Employees  
The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The employee will be introduced to the Union Chairperson or designate by a representative of the Employer.
- It is mutually agreed that arrangements will be made for a Union representative to interview each newly hired employee once during the first thirty (30) days of their employment for the purpose of informing such employee of the existence of the Union in the facility. The Employer shall advise the Union monthly as to the names of the persons to be interviewed. The interview will not exceed fifteen (15) minutes.
- 4.04 The Employer will provide to the Union Chairperson, Local and National Union on a monthly basis a listing of the names, addresses, phone numbers and classifications of all new hires, the names of employees who have terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer. The listing will be supplied to the Local Chairperson via e-mail and to the National Union at the following address:
- Unifor  
115 Gordon Baker Road  
Toronto ON M2H 0A8
- 4.05 The Employer will provide the Union with a list of the names of its Supervisors.
- 4.06 So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.
- 4.07 The Long Term Care Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

- 4.08 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit to any greater extent than the practice has been.

## **ARTICLE 5—NO DISCRIMINATION**

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

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

- b) Joint Commitment in Respect of Harassment  
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.

Where a bargaining unit member complains of harassment by a person other than another bargaining unit member, they shall bring such complaint to the attention of the Employer and of Unifor in writing. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response they are entitled to file a grievance under the terms of this Collective Agreement.

- 5.02 Resident Abuse Not Tolerated

- (a) The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the workplace while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay

pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee Person is not present, the Union Committee person will be advised not later than the next business day.

- (b) All investigations will be completed as quickly as possible. When an investigation exceeds ten (10) days, an explanation of the delay will be provided to the unit Chairperson, or designate. 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—NO STRIKES OR LOCKOUTS**

- 6.01 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 it will not cause or direct any strike during the term of this Agreement or any extension thereof. Definition of strike and lockout is as per the *Ontario Labour Relations Act* as amended.

## **ARTICLE 7—UNION REPRESENTATON AND COMMITTEES**

- 7.01 The Union shall elect or otherwise select up to four (4) members of the bargaining units, who shall function as the Union Committee. One of the representatives so selected or elected will be the Union Chairperson. The Union shall furnish the Employer from time to time with an update on the current Union Committee representatives.
- 7.02 The Union Chairperson will be assigned to the day shift unless mutually agreed otherwise by the parties. If the Chairperson is not working on the day shift they will exchange their shift with the least senior employee on the day shift in their classification. At the end of their tenure as Union Chairperson the employees will revert back to their original shift, or the position of their last successful posting.
- 7.03 The Union Committee shall have the right at any time to have the assistance of representatives of Unifor. Normally such representatives shall have access to the Employer's premises.
- 7.04 The Employer agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during their term of office, as long as they are qualified to perform any available bargaining unit work.



7.05 The Union acknowledges that members of the Union Committee have scheduled duties which must be performed on behalf of the Long Term Care Home and that such employees will not leave their scheduled duties to attend to meetings as set out in this agreement without first obtaining permission to do so from their supervisor. Such permission shall not be unreasonably withheld.

The Long Term Care Home members of the Committee will be paid by the Employer for the time used during normally scheduled working hours in negotiation of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings.

Where Seaforth Long Term Care Home is participating in a Master Bargaining Process, and an employee 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.

7.06 The Union will supply, in writing, to the Employer the names and titles of all Stewards and members of the Union Committee, and will revise such list from time to time as is necessary.

7.07 Union Management Committee  
The Union Committee will meet with the Employer on a regular basis as is mutually agreed upon to discuss and resolve any grievances and other matters that either party may raise. Such meetings will occur on the Employer's premises and during the day shift during regularly scheduled working hours. Either party may request a meeting which shall be held within five (5) calendar days of the request.

7.08 Women's Advocate  
The Employer agrees to provide unpaid leave to one employee to participate in Unifor Women's Advocate training. Any expenses are to be assumed by the Union directly and/or through the Paid Education Leave program.

7.09 Racial Justice Advocate  
The parties are committed to promoting workplace diversity and inclusion, including but not limited to persons who identify as members of the Black, Indigenous, or racialized community. The Union will identify an advocate to be included within their current complement of Union Representatives to address issues facing the Black, Indigenous, or racialized community.

The advocate will provide support for the employees at the workplaces and assist with concerns such as racial discrimination and/or racial violence.

The Employer will recognize an employee who is elected by the Union as an advocate and should this representative require unpaid time off, such requests for time off shall not be unreasonably denied. A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous, or racialized community.

## **ARTICLE 8—GRIEVANCE PROCEDURE**

8.01 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:

8.02 **Complaint**

Any employee having a complaint shall first take the matter up with their 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 One**

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 Two**

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

**Grievance Mediation Process**

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

Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation or longer as agreed by the parties.

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

The parties shall agree on a mediator.

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

If possible, an agreed statement of facts will be provided to the mediator, and if possible, in advance of the grievance mediation conference.

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

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

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

#### 8.03 Group and Policy Grievances

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

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

#### 8.04 Discharge Grievance

A claim by an employee that they have 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.

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

8.06 Right to Have a Steward/Union Committee Member Present

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

8.07 Clearing of the Record

Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once 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. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time period related to the discipline of resident abuse only.

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.

8.08 Benefit Grievance Resolution

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

- a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.

- b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance may be referred by either party to a single arbitrator, within ten (10) calendar days, to be selected alternately from the list of arbitrators hereinafter provided.
- d) The arbitrator shall, in their discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in their opinion appropriate.
- e) The arbitrator may in their discretion attempt to assist the parties in settling the dispute.
- f) The arbitrator for this process shall be Wes Rayner.
- g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- i) It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of

all parties the grievance shall be transferred to the ordinary grievance/arbitration process.

## **ARTICLE 9—ARBITRATION**

- 9.01 The parties shall use a single Arbitrator to decide unresolved grievances between them. The party submitting the grievance to arbitration shall advise the other party in writing of three (3) choices to act as a Sole Arbitrator. The recipient of the notice shall reply in writing as to the acceptance of one (1) of the proposed Arbitrators, or three (3) alternative choices to act as a Sole Arbitrator. If the parties cannot agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration, then either party may request the Ministry of Labour for the Province of Ontario to appoint a Sole Arbitrator.
- 9.02 The cost of the arbitrator shall be shared equally by the Employer and the Union.
- 9.03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.
- 9.04 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.
- 9.05 Time limits fixed in the arbitration procedure may be extended only by mutual consent of the parties.

## **ARTICLE 10—HEALTH AND SAFETY**

- 10.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 10.02 The 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 two (2) representatives.
- 10.03 At no time shall the number of company members be allowed to outnumber the amount of Union members.

- 10.04 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.
- 10.05 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.
- 10.06 Without limiting the generality of the foregoing, the committee shall:
- i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the workplace and equipment.
  - ii) Make recommendations for the improvement of the health and safety of workers.
  - iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
  - iv) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
  - v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (eg. OWOSH, Worker's 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.
- 10.07 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.
- 10.08 No employee shall operate any piece of equipment or perform duties until they have received orientation, education and/or instruction.
- 10.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid

with lost work days, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.

- 10.10 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.
- 10.11 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 to this information.
- 10.12 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.
- 10.13 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) Each year on December 6<sup>th</sup> at 11:00 am, one minute of silence will be observed in memory of Women who have died due to acts of violence (Montreal Massacre)
- 10.14 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).
- 10.15 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.



10.16

Outbreak

- a) Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatment is not covered by some other source, the cost will be borne by the Employer.
- b) If an employee does not take the recommended course of treatment, or fails to complete it, they 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.
- c) 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 or vacation if the credits are available. If the employee has no sick time they may use vacation entitlement subject to the following paragraph.
- d) Accrued sick time must be used prior to using vacation entitlement. In the event that an employee uses vacation, such vacation will be granted in increments of one (1) day. These single vacation days will not be considered as single days as set out in Article 15.08. The employee shall be required to contact the Administrator of the facility, or their designate, on a daily basis to confirm that vacation will be granted for that day. Employees on vacation must be available to work each day if required by the Employer.
- e) 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 recommended course of treatment may be reassigned to work in another area of the home until the outbreak is declared over.
- f) 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.

10.17

Employment of Disabled Workers

The Union acknowledges the duty of the Employer to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this

Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

10.18 Injured Workers Provisions

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

10.19 Mental Health

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

The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from 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.

10.20 If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick leave, vacation, or lieu entitlements for any hour of work lost during such period

## **ARTICLE 11—SENIORITY INCLUDING PROBATIONARY PERIOD**

- 11.01 a) New employees of the Employer shall be considered probationary employees until they have completed four hundred and fifty (450) hours worked or twelve (12) months, whichever occurs first.
- b) Probationary employees may be disciplined or discharged at the sole discretion of Management, which discretion shall not be exercised in an arbitrary manner.
- c) Full-time employees will accrue seniority on the basis of 1850 hours worked equals one (1) year of service for the purpose of progression on the wage grid, and any other benefits, except vacation entitlement.

- d) Part-time employees will accrue seniority on the basis of 1850 hours worked equals one year of service.
- 11.02 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 employee's seniority list and will be added to the full-time employee's seniority list. Such employees shall be credited with all accrued seniority to the date of their becoming a full-time employee in accordance with the following:
- 1850 hours worked = 1 year of service
- Such employee will be given a seniority date on the full-time employees' seniority list, which will reflect the amount of their full-time seniority determined in accordance with the foregoing formula.
- 11.03 The Employer shall supply the Chairperson, and the Local Union office with a copy of seniority lists in January and July of each year showing the employees and their seniority. Seniority as posted will be deemed to be final and binding and not subject to complaint unless such complaint is made in writing to the complainant's immediate Supervisor within twenty-five (25) 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.
- 11.04 Loss of Seniority  
An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice. The Union and the Employer agree to abide by the *Human Rights Code*
- An employee shall lose all seniority and their employment shall be deemed to be terminated if they:
- a) voluntarily resigns, retires or is discharged for just cause and is not subsequently reinstated through the grievance procedure; or
  - b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
  - c) is absent from work without a reasonable explanation for two (2) or more consecutive days for which they are scheduled to work; or
  - d) is absent from work for more than thirty-six (36) months by reason of layoff; or

- e) is absent from work for more than twenty-four (24) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- f) fails upon being notified of a recall to a position of the same employment status held prior to the layoff to signify their 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 and fails to return to work within ten (10) working days after being notified, unless satisfactory reason is given; or
- g) an employee uses a leave of absence for other than it was intended.

Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

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

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

11.05 Casual employees will lose their seniority for any of the following reasons, unless the employee can provide a reasonable explanation:

- (a) Continuous non-employment of three (3) months if required to work;
- (b) Failure to meet any of the following requirements:
  - i) Casual employees shall be required to be available one of the following: Christmas Eve and Christmas Day or New Year's Eve and New Year's Day.
  - ii) Casual employees must be available for a minimum of four (4) shifts per month and two (2) of those shifts must be weekends.

## **ARTICLE 12—LAYOFF AND RECALLS**

### **12.01      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.

### **12.02      General Provisions Related to Layoffs**

For purposes of layoff the 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.

### **12.03      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.

12.04      In the event of a proposed layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

- If their service is greater than 9 years – 9 weeks' notice
- If their service is greater than 10 years – 10 weeks' notice
- If their service is greater than 11 years – 11 weeks' notice
- If their service is greater than 12 years – 12 weeks' notice

### **12.05      Layoff Procedure**

(a)      In the event of layoff seniority lists will be merged.

(b)      The Employer will determine the shift(s) and classification(s) in which the layoffs will occur. An employee who is subject to layoff shall have the right to either:

- i)        accept the layoff; or
- ii)      displace an employee who has less bargaining unit seniority provided they have 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 they have 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.

12.06 Employees on layoff may apply for any posted position; however the job posting procedures will apply unless otherwise noted.

12.07 Recall Rights

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the qualifications and can perform the duties in question without training other than orientation.
- (b) Employees on layoff have the right of recall to their former position, and this supersedes the posting provisions of the collective agreement.
- (c) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within thirty-six (36) months of the date of their layoff.
- (d) No new permanent 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.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within three (3) working days (exclusive of 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 their proper address being on record with the Employer.

- (f) 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.
- (g) 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.
- (h) In cases of a layoff and recall seniority shall apply provided the employees concerned can perform the normal requirements of the job.
- (i) Recall shall be in reverse order to layoff and all employees on layoff must be given the opportunity of recall before any additional new help is hired.

12.08 Benefits on Layoff

In the event of a layoff, provided the employee deposits with the Home their share of the premiums of their 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.

12.09 Grievances concerning layoffs shall be initiated at the final step of the grievance procedure.

**ARTICLE 13—JOB POSTING**

13.01 a) When a permanent vacancy occurs in any department of the Home coming within the scope of this Agreement, a notice of such vacancy will be posted for six (6) calendar days. It is understood that the Employer may temporarily fill the vacancy during the posting period.

- b) Vacancies shall be filled on the basis of the following:
  - i) Skill and ability
  - ii) Seniority

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

- c) Commencing on the date of transfer there will be a "Trial Period" of ten (10) working days in order to determine that the employee has the 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 their previous duties.

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

- d) Employees who transfer shall proceed to the applicable rate for their new classification based on their next higher rate in that classification.
- e) If no employee of the bargaining unit applies, or where an employee does not meet the standards set out in Article 13.01 (b), then the Employer may take whatever steps to fill the posting.

13.02 A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks.

Where the Employer has two (2) or more weeks of notice that a temporary vacancy will occur, such vacancy will be posted and filled in accordance with the regular job posting procedures. Where the Employer has less than two (2) weeks of notice that a temporary vacancy will occur, the regular job posting procedures will only apply if the vacancy is expected to exceed ten (10) calendar weeks.

The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

Notwithstanding any other provision in the collective agreement, temporary vacancies shall not exceed two (2) years, without the agreement of the Employer and the Union. If a temporary vacancy is still required after two (2) years, the Employer shall post the vacancy as a permanent vacancy, with the understanding if the employee on leave from the position returns, the employee will return to their former position. All other employees impacted will also be returned to their former position.

Upon the return of the employee from their absence, they shall have the right to return to their former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s).

In the event a part-time employee is the successful applicant, the part-time employee shall retain their part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling



any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

- 13.03 An Employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the employee's seniority will be frozen. They will be entitled to return to their former position at the end of the leave. This clause will not be repeatedly applied in respect to a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside of the bargaining unit.

## **ARTICLE 14—LEAVES OF ABSENCE**

### **14.01 a) Union Leave**

Upon receipt of written notice from the Union as far in advance as possible, the Employer will grant a leave of absence without loss of seniority or service to attend Union conventions, conferences or to attend to Union business to a maximum of forty (40) working days in any one calendar year within each bargaining unit at each work site. The forty (40) working day limit shall not include PEL absences or absences to attend other Union educational programs, which shall be limited to a total of forty (40) working days. The limit does not apply to the Union Chairperson.

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.

### **NHRIPP**

In addition to any limits in the collective agreement, where a bargaining unit member is a representative on the NHRIPP Board, they shall be entitled up to an additional thirty-six (36) days of unpaid leave per calendar year.

- b) 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.
- c) 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.

#### 14.02 Bereavement Leave

- a) Providing an employee is scheduled to work they will be entitled to a maximum of five (5) consecutive calendar days off with pay in the event of a death of the employee's spouse, child or stepchild, three (3) consecutive calendar days off with pay in the event of a death of a grandparent, parent, step-parent, sibling, brother/sister-in-law, or parent-in-law, and one (1) day off with pay in the event of a death of a niece, nephew, uncle or aunt.

Bereavement leave is for the purpose of arranging for or attending the funeral of a member of the family, as listed above. Bereavement leave will end the day following the funeral.

It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending no later than the day of the funeral.

- b) An employee can apply to use a paid bereavement day to which they would otherwise be entitled in accordance with this clause for use at a later date to attend an interment or equivalent service.
- c) When an employee is eligible for Bereavement Leave while on vacation, they shall be entitled to such Bereavement Leave as set out above. The vacation days so replaced shall be extended or rescheduled as mutually agreed.
- d) Where it is necessary because of distance, the employee may be provided up to four (4) additional days' unpaid leave.

#### 14.03 Jury Duty

An employee required to serve jury duty shall be paid, up to five (5) days, the difference between what they would have earned for their scheduled hours, and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over their jury fees less expense money received from the authorities for meals and lodging and the Employer will continue their wages. The employee is to notify their 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 they are not required to attend court. An employee can opt not to submit the pay for jury and witness duty and not receive lost earnings.

14.04 Pregnancy and Parental Leave

a) Pregnancy and Parental Leave

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

The service requirement for eligibility for pregnancy leave SUB benefits shall be ten (10) months of continuous service before the expected date of birth.

b) Pregnancy Leave

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

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

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

iii) The employee shall give at least two (2) weeks' notice of their 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 their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that the employee is able to resume their work.

Additional leave of absence may be taken under Article 14.04 (j), Parental Leave.

c) An employee who does not apply for leave of absence under Article 14.04 (b) above and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence upon

providing the Employer, before the expiry of two (2) weeks after the employee ceased to work, with a certificate of legally qualified medical practitioner stating that the employee was not able to perform the duties of their employment because of a medical condition arising from the employee's pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of the delivery.

- d) 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. If deductions for the employee's share of the premiums are required, the Employer and employee shall make appropriate arrangements for the same.
- e) An employee who intends to resume their employment on the expiration of the leave of absence granted to the employee under this Article shall so advise the Employer when the employee requests the leave of absence. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to the employee's former job, and the 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.

- f) When the Employer has suspended or discontinued operations during the leave of absences and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their 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 of practice shall reinstate the employee in accordance with the provisions of Article 12.01.
- g) Credits for service for the purpose of salary increments, movement through the vacation grid, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- h) Where seniority and service is calculated based on hours worked, then the calculation will be based on the average of hours worked during the twelve (12) months immediately preceding the pay period in which the leave commenced.

- i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 14.04 (j) of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that the employee intends to take parental leave.

- j) Parental Leave

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date that the child first came into the care or custody of the employee, shall be entitled to parental leave.

- ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in relationship with the parent of the child and who intends to treat the child as their own.

- iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if the employee did not.

- iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

- v) For the purposes of parental leave, the provisions under 14.04 (b) (interpreted to apply to a circumstance where a child has come into the care, control, and custody of a parent for the first time in such a manner as to prevent the giving of two (2) weeks' notice as set out above), 14.04 (d), 14.04 (e), 14.04 (f), 14.04 (g), and 14.04 (h) shall also apply.

Effective July 2, 1997 and for leaves beginning on or after that date, and subject to confirmation by the Unemployment Insurance Commission of the appropriateness of the Supplementary

Unemployment Benefit Plan, then; an employee who has completed ten (10) months of continuous service prior to the expected date of birth will be eligible for a Supplementary Unemployment Insurance Benefit (SUB). To receive the benefit, the employee must be in receipt of Unemployment Insurance Benefits.

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

Such payment shall commence after the one (1) week Unemployment Insurance waiting period, and shall continue while the employee is in receipt of Unemployment Insurance Benefits, to a maximum of seventeen (17) weeks.

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

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

Despite the provisions elsewhere in this Article regarding the timing of the payment of the SUB benefit, the benefit shall be accumulated and held by the Employer during the leave and shall not be payable to the employee until the employee returns to work from the pregnancy and, if taken, parental leaves of absence.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

#### 14.05 Leave of Absence for Personal Reasons

An employee may be granted leave of absence without pay or benefits and without the accrual of seniority, for personal reasons, provided that such leave may be granted without undue inconvenience to the normal operations of the Home. When making a request, employees must indicate a reason for the leave. Except in emergencies, written application for leave of absence must be submitted to the immediate Supervisor at least six (6) weeks in advance of such leave. To qualify for the leave of absence as

stipulated above, the employee must have completed nine (9) months of continuous service with the Employer.

14.06 Education Leave

- a) If required by the Employer an employee shall be entitled to 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 costs 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 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 Long Term Care Home. Applicants when applying must indicate the date of departure and specific date of return.

14.07 Education Fund

The Employer agrees to pay into a special dues fund two (2) cents per hour per employee for all compensated hours. Such monies to be paid on a quarterly basis into a fund established by the Canadian Auto Workers and shall be utilized by the Union at its discretion and sent by the company to the following address: Unifor Paid Education Leave Program, Unifor, 115 Gordon Baker Road, Toronto, Ontario M2H 0A8.

The Employer further agrees that members of the bargaining units selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

14.08 Family Leave

An employee is entitled to family medical leave in accordance with the provisions of the Ontario *Employment Standards Act*.

An employee who is on a family medical leave shall continue to accumulate seniority and service and the home will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the plan and matched by the employee), in which the employee is participating during the leave.

Subject to changes in an employee’s status which would have occurred had they been on family medical leave, the employee shall be reinstated to their former position.

- 14.09
- Military Leave

An employee will be granted unpaid military leave in accordance with the Ontario *Employment Standards Act*, in addition unpaid leaves may be granted for the purpose of fulfilling their military training. The employee will give as much notice as is reasonably possible and will provide a copy of the military notice when received. Seniority will continue to accrue on such leaves and service will accrue in accordance with the effect of absence provisions within the collective agreement.

**ARTICLE 15—VACATIONS**

- 15.01 i)
- As of June 1<sup>st</sup> of each year, full-time employees who have been in the continuous service of the Employer for a period of less than twelve (12) months shall be entitled to and shall receive the following number of days scheduled vacation with pay. Vacation pay will be payable at four percent (4%) of gross earnings.

One month completed service .....	Nil
Two months completed service .....	1 day
Three months completed service .....	2 days
Four months completed service .....	3 days
Five months completed service .....	4 days
Six months completed service .....	5 days
Seven months completed service .....	5 days
Eight months completed service .....	6 days
Nine months completed service .....	7 days
Ten months completed service .....	8 days
Eleven months completed service .....	9 days
- ii)
- Every employee shall be granted an annual scheduled vacation with pay according to their credited continuous service as of May 31<sup>st</sup> as follows:

a)

An employee who has completed one (1) year of continuous service shall receive two (2) weeks’ vacation at four percent (4%) of gross earnings.



- b) An employee who has completed four (4) years of continuous service shall receive three (3) weeks' vacation at six percent (6%) of gross earnings.
- c) An employee who has completed nine (9) years of continuous service shall receive four (4) weeks' vacation at eight percent (8%) of gross earnings.
- d) An employee who has completed eighteen (18) years of continuous service shall receive five (5) weeks' vacation at ten percent (10%) of gross earnings.
- e) An employee who has completed twenty-two (22) years of continuous service shall receive six (6) weeks' vacation at twelve percent (12%) of gross earnings (e.g. reduce by 1800 hours).
- f) An employee who has completed twenty-eight (28) years of continuous service shall receive seven (7) weeks' vacation at fourteen percent (14%) of gross earnings.

**NOTE:** Upon qualification for a higher rate of vacation pay, employees will begin to accrue their vacation pay at the higher rate of pay. However, for that vacation year, the additional week of leave will be scheduled only if possible and subject to the existing vacation schedule.

- g)
  - i) Effective June 1, 2001, full-time employees will commence to progress on the vacation grid on the basis of one (1) year of employment = one (1) year of advancement on the grid. For the period prior to June 1, 2001, full-time employees will receive credit for advancement on the vacation grid on the basis if 1800 hours worked equals one (1) year.
  - ii) Further, for all full-time employees as of June 1, 2001 the Employer will give credit according to the above formula for certain absences since and including March 9, 1998. For extended sick absences, credit will be given by converting the benefits received from Employment Insurance into hours of work. For Workplace Safety & Insurance Compensation absences credit will be given for all time lost. The Employer agrees to make all necessary changes to ensure that all employees have received full entitlement under the Collective Agreement.
  - iii) Credit under any one of these absences shall be given only once. Credit for these absences will be given based upon documents available to the Employer or provided to the

Employer by the employee concerned. Credits will be given on or before May 1, 2002, but no adjustments will be made under this scheme beyond that date.

- h) Part-time employees with less than one (1) year of service will be entitled to vacation in accordance with the *Employment Standards Act*.

15.02 a) For the purposes of calculating vacation time entitlement, the employee's seniority as of June 1<sup>st</sup> shall be used.

- b) When an employee reaches the required seniority to advance to the next level of vacation pay, they will then begin to accrue at the higher percentage.

15.03 It is agreed between the parties hereto that a week vacation is seven (7) calendar days off.

Vacations shall be scheduled to start on Monday of each week during the months of May, June, July, August, and September. During all other months, a vacation week shall be seven (7) consecutive days off inclusive of the day on which it commenced.

Effective June 1, 2001, part-time employees shall receive vacation entitlement based on 1800 hours worked equalling one year of service. For the period prior to June 1, 2001, part-time employees will receive credit for advancement on the vacation grid on the basis of 1800 hours worked equals one year of service.

15.04 Effective January 1, 2020 the accrued vacation for a given employee will be paid out on the pay day that falls within the employees scheduled vacation.

The vacation pay will not exceed the pay entitlement the individual employee has accrued in their vacation bank and will not exceed their regular pay for the period of vacation.

Any vacation monies not paid out from the previous vacation year will be paid out on a separate cheque/direct deposit in June.

15.05 a) The vacation period shall be from June 1<sup>st</sup> to May 31<sup>st</sup> of the following year. Vacation time off will be subject to the efficient operation of the Home.

- b) Employees' vacation entitlement will be posted on the first of February in each year.

For purposes of calculating vacation entitlement the Employer will use the employee's accrued entitlement as of January of the current year. Employees who are estimated to possibly be eligible for additional vacation entitlement as of May 31<sup>st</sup> of that year will be identified by placing an asterisk (\*) beside their name.

During the last week in May, the Employer will review the list of vacation entitlement and revise the list to include any additional entitlement earned by employees as of May 31<sup>st</sup>. The revised list will then be posted.

- c) Employees wishing to exercise their seniority for vacation periods in July or August or such other period will submit their vacation request to the Administrator on or before March 1<sup>st</sup>.
  - d) The vacations selected in order of seniority will be posted by the Employer no later than May 1<sup>st</sup>.
  - e) Employees may not take more than two (2) weeks' vacation during the months of July and August.
  - f) Notwithstanding (e) employees who are entitled to more than two (2) weeks' vacation may apply for one (1) additional week vacation during the months of July and August should there be any openings on the vacation schedule. Such additional vacation requests must be submitted to the Administrator after May 1<sup>st</sup> but no later than May 15th and such requests, if granted, will be granted on a seniority basis.
  - g) All other vacation requests not dealt with in sub articles (c), (e) and (f), will be granted on a first come first served basis.
  - h) The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the Long Term Care Home.
- 15.06 Vacation schedules posted shall not be changed unless mutually agreed upon by the employee and the Employer.
- 15.07 If an employee is prevented from commencing their vacation by reason of a proven illness or injury requiring hospitalization, they may take their vacation at a later date by mutual arrangement with the Employer.
- 15.08 i) Full-Time and Part-Time employees with four or more weeks of vacation entitlement are permitted, subject to the foregoing and subject to the limitations in this clause, to split one week (for this article this means five (5) days of vacation) vacation as follows:

- ii) These vacation days must be taken between Monday and Friday, inclusive.
- iii) These vacation days may be taken in the months of January (after January 15<sup>th</sup>), February, March, April and October, November, and December (before December 15<sup>th</sup>).
- iv) These days may not prevent a less senior employee from taking a full week of vacation.
- v) If the days are requested outside of the normal vacation posting time period set out above, the requesting employee will make every effort to make their request before the posting of the schedule in which the vacation is being requested.
- vi) Alternatively, if it is not possible to request the vacation day(s) prior to the posting of the schedule, the request must be made no less than seven (7) days in advance. The employee must also indicate the name of the staff member who will work the vacation shift(s) being requested. In this circumstance, final approval of the days will also require the supervisor's approval of the replacing employee. Any such substitutions will not give rise to overtime or any other premium that would have otherwise been paid had the employee worked their scheduled shift.

## **ARTICLE 16—PAID HOLIDAYS**

- 16.01 a) Each full-time employee shall be paid seven and one-half (7 ½) hours pay at their regular hourly rate for each of the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Two (2) Float Holidays

The above float holidays will be taken as follows: the first float must be taken within the first six (6) months, and the second float holiday must be taken in the second six (6) month period.

- b) Each part-time employee who qualifies shall receive the following paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.
- 16.02 a) In order to qualify for holiday pay, an employee must:
- 1. Have completed their probationary period;

2. Have worked their full scheduled shift immediately preceding and immediately following the holiday except when an employee is absent from the preceding and/or following shifts due to illness, verified by a medical doctor's certificate satisfactory to the Employer, and; or a reasonable cause.
  3. Have earned wages on at least twelve (12) days during the two (2) pay periods immediately preceding the holiday except when an employee's absence is due to illness, verified by a medical doctor's certificate satisfactory to the Employer.
- b) An employee shall not be paid for any recognized holiday if they:
1. Has not completed their probationary period;
  2. Does not work on such holiday if scheduled to do so, except where absence is due to illness or injury, verifiable by a medical certificate if requested or by reasonable cause
- 16.03 a) If a full-time employee works on a recognized holiday, they shall receive one (1) regular day's pay plus time and one-half ( $1\frac{1}{2}$ ) their regular rate for the hours worked on such a holiday, subject to 16.02; or
- b) They may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties within thirty (30) days, plus time and one-half ( $1\frac{1}{2}$ ) their regular rate for the normal hours worked on such a holiday. The parties agree to make reasonable efforts to schedule the in lieu day within thirty (30) days from the date of the Holiday; however where no agreement is reached, the employee will be paid out instead.
- c) If a part-time employee is required to work a recognized holiday, they shall receive time and one-half ( $1\frac{1}{2}$ ) their regular rate for all hours worked on such a holiday, subject to 16.02. In addition, they shall receive holiday pay pursuant to the following formula:
- The number of hours worked in the two (2) preceding pay periods divided by 150 multiplied by 7.5
- 16.04 In the event that any paid holiday falls on a full-time employee's day off or during their vacation period, they may request an additional day off with pay or they will be paid out the holiday pay in the applicable pay period.
- 16.05 a) The Employer shall endeavour to provide employees with a minimum of three (3) consecutive days off at Christmas or New Year's (unless otherwise requested by the employee). Christmas shall include Christmas Day and

Boxing Day and New Year's shall include New Year's Eve and New Year's Day.

- b) The Home shall post a preference sheet in October and each employee shall indicate their preference of holiday time to be scheduled off. The final holiday schedule shall be posted by November 30, or earlier if it is ready. Where more employees have indicated the same holiday time off than the Employer can reasonably grant, preference will be given to the employee who worked the holiday the preceding year.
- c) In order to accommodate holiday scheduling and staffing during this period, the parties agree that the normal scheduling provisions will not apply between December 18<sup>th</sup> and January 8<sup>th</sup>.

16.06 When an employee qualifies for holiday pay it will be computed on the basis of the number of hours (and rate) the employee worked in the preceding two (2) pay periods.

#### **ARTICLE 17—HOURS OF WORK AND SCHEDULING**

- 17.01 The following is intended to define the normal hours of work for the full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week.
- 17.02 The normal full-time hours of work shall be seventy-five (75) hours per pay period (two (2) weeks) and seven and one-half (7½) hours per day, exclusive of a thirty (30) minute meal period. No employee shall be scheduled to work more than six (6) consecutive days, overtime rates shall apply for all work performed on the seventh (7<sup>th</sup>) and subsequent consecutive days worked. An exception will be made to employees who request to be scheduled for more than six (6) days.
- 17.03 Except in the case of those employees who request to work weekends, the Employer shall provide full-time employees with two (2) weekends off in four (4) and shall endeavour to provide part-time employees with two (2) weekends off in four (4).
- 17.04 The Employer agrees that working schedules shall be posted at least two (2) weeks in advance and shall be for a period of four (4) weeks. All exchanges of shifts must first receive the consent of management.
- 17.05 Each seven and one-half (7½) hour shift shall include two (2) fifteen (15) minute rest periods without loss of pay, at a time to be scheduled by the Employer.

- 17.06 When an employee temporarily substitutes in, or performs the principal duties of a higher paying position than their own, they shall continue to receive the rate of pay for their own regular position, unless such assignment exceeds two (2) hours.
- 17.07 An employee who reports for work at the starting time of their scheduled shift, not having been advised not to report at least four (4) hours in advance, either orally or by message left at the employee's residence, shall be given a minimum of three (3) hours work at any work within their classification, or three (3) hours pay in lieu if no work is available, at the employee's regular rate of pay.
- The Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a telephone number which may be used by the Employer to give notice, and in the case of fire, power failure, or circumstances beyond the reasonable control of the Employer.
- 17.08 Those employees working the 2200 to 0600. shift when the change from Daylight Saving to Standard time or vice versa occurs shall be paid at straight time for actual hours worked.
- 17.09 Part-Time Scheduling  
All part-time employees shall be scheduled in advance and called in in accordance with seniority with the most senior part-time employees receiving twenty-four (24) scheduled hours per week and call-in shifts up to a total of thirty-seven and one-half (37½) hours weekly.
- 17.10 Call-ins shall be by seniority and rotation. The Employer shall follow a call-in list of all part-time employees, ordered by their seniority, when offering call-in work.
- Once the part-time list is exhausted and a shift remains unfilled, then the Employer will offer the call-in work, by seniority, to those full-time employees for whom working such shift would not qualify for overtime under 18.06 (b).
- If the shift still remains unfilled, then the Employer may fill the shift under Article 18.06
- Employees who have been away from the workplace for a period of twelve (12) continuous months or more may request orientation shifts from the Employer upon return to work. Such requests will not unreasonably be denied.
- Cell phones will be used to text employees for call-ins for employees who have provided their cell phone number and explicitly consented. For those

who do not provide a cell phone number, an alternative number shall be used. Text to landline will not be used.

17.11 In the event that a Home assigns a number of residents or a workload to an individual employee or group of employees, such that they believe they have cause to believe that they are being asked to perform more work than is consistent with proper care they may raise the matter in labour/management meetings.

17.12 Full-Time Employees Working Less Than Full Complement of Hours  
**For Full-time and Part-time**

1) The Collective Agreement has provisions that provide for the accrual of seniority on the basis of hours worked.

2) The Parties agree that the Absence provisions in the Collective Agreement will be amended with the addition of the following language:

Seniority only for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness of injury. The rate of accumulation will be based on the employee's normal weekly hours worked over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, illness of injury.

3) Once per year, full-time employees shall have the option of election to work less than 10 shifts, but greater than 6, per pay period and retain their full status.

4) Such employee is to provide written notice to their supervisor of their desire to modify their work schedule by November 1<sup>st</sup> for a one year period commencing on the first full pay period following January 15<sup>th</sup> of the subsequent year.

5) This change in their number of scheduled shifts will remain in effect until they notify their supervisor otherwise, per #2 above.

6) Beginning with the first pay period for which they are working the different number of scheduled shifts, a full-time employee who elects to work less than 10 full shifts per pay period will have their benefits pro-rated and the following will apply:

a) Health and Welfare benefits will be pro-rated on their election and on the following basis:



Regularly scheduled shifts:	Pro-rata level
7	70%
8	80%
9	90%

b) Article 11.01 shall be amended to read as follows:  
 “Full-time employees will accrue seniority on the basis of 1850 hours worked equals one (1) year of service for the purpose of progression on the wage grid, and any other benefits”

c) Article 15.01 g) shall be amended to read as follows:  
 “Full-time employees will progress on the vacation grid on the basis of 1800 hours equals one (1) year of advancement on the grid.”

- 7) For clarity, where an employee who has opted to work less than a full ten shifts per pay period, accepts a call-in, such shift will be paid at their regular rate unless they have already worked 75 hours in one pay period.
- 8) For clarity, where an employee has opted to work less than a full ten shifts per pay period, holiday pay shall be calculated as set out in article 16.06.
- 9) If, for any reason, the full-time position is vacated, the position will revert back to ten scheduled shifts.

17.13 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

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

## **ARTICLE 18—PREMIUM PAYMENT**

- 18.01      Night Shift Premium  
Employees who are scheduled or called into work between the hours of 2200--0600 will be paid a shift premium of twenty-five cents (\$0.25) per hour above their hourly rate.
- 18.02      Weekend Premium  
Employees who are scheduled to work during the 48 hour period commencing with the night shift of Friday and ending at the end of the evening shift on Sunday will be paid a weekend premium of fifty-five cents (\$0.55) per hour.
- 18.03      Overtime  
All overtime must be authorized by the supervisor or their designate. The Employer shall pay time and one-half (1½) the normal rate of pay worked for all authorized time worked in excess of seventy-five (75) hours bi-weekly and seven and one-half (7½) hours per shift.
- 18.04      The Employer shall not be responsible or liable for overtime rate claims that might arise or occur as a result of the exchange of shifts. Such exchanges shall receive the consent of Management.
- 18.05      Employees shall not be required to take time off during regular hours in lieu of overtime worked unless it is mutually agreeable to the Employer and the employee concerned.
- 18.06      Full-Time Call-In and Overtime  
a)      "Call-in" shall mean the calling in to work at the Employer's request of a full-time employee on an assigned day off as per the posted schedule.  
  
b)      Full-time employees who are called in will be paid overtime at the rate of time and one-half (1½) for all called-in hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.  
  
c)      Where a full-time employee is called in, and the call-in is requested within one-half hour before the starting time of the shift, and the employee commences work within one (1) hour of the call, then the

employee will be paid as if the entire shift had been worked, provided they complete the shift for which they were called in.

**18.07      Afternoon Premium**

Effective date of ratification employees who are scheduled or called into work between the hours of 1400—2200 will be paid an afternoon premium of five cents (\$0.05) per hour above their hourly rate. Effective November 1, 2025, increase to ten cents (\$0.10).

**ARTICLE 19—ALLOWANCES**

**19.01      Responsibility Allowance**

Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of half (½) shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

**19.02      Uniforms**

Employees who are required to wear a uniform at the request of the Employer shall be paid a yearly uniform allowance of six cents (\$0.06) per hour worked. The allowance shall be payable the first pay period in January of each year, and payable on a separate cheque.

**19.03      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 their 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 their regularly scheduled working hours the employee shall be paid at their regular straight time hourly rate of pay.

**ARTICLE 20—HEALTH AND WELFARE BENEFITS**

**20.01**      The Employer agrees to pay one hundred percent (100%) of the premium costs for the following health and welfare plans for full-time employees, excluding probationary employees, at single or family rates.

**20.02 a)      Drug Prescription Plan**

The Employer will provide a prescription drug card with a dispensing fee cap of \$7.50 and a \$1.00 per script charge. The drug plan will provide for generic substitution of drugs unless otherwise prescribed by the employee's physician.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless the employee's

doctor stipulates in writing that there are medical reasons why the lowest cost interchangeable drug cannot be prescribed.

- b) The Employer shall pay one hundred percent (100%) of the premium costs for a Vision Care Plan, single or family.

Effective November 16, 2022, vision care will increase to three hundred and fifty dollars (\$350.00) every twenty-four (24) months.

- c) Effective date of ratification, the Employer will provide paramedical coverage that provides for payment of up to seven hundred dollars (\$700.00) combined annually per employee for the following - Physiotherapy, Chiropractic, Massage Therapy and Support Hose.

20.03 Dental Coverage

Blue Cross #9 Dental Clinic (or equivalent)

The Employer agrees to pay fifty percent (50%) of the premium for single or family coverage at a one (1) year lag in the ODA Schedule rates for employees who have worked 900 hours or more.

There shall be a 9 month recall on dental exams for those over 18 years of age and fluoride treatments shall be only for those 18 years of age and under.

20.04 Group Life Insurance

The Employer agrees to provide Group Life Insurance giving thirty thousand dollars (\$30,000) coverage, one hundred percent (100%) paid.

20.05 Payment in Lieu

- a) Part-time employees working forty-eight (48) hours or less during any pay period will receive fifty cents (\$0.50) per hour in lieu of benefits. On November 1, 2017, the payment in lieu of benefits will increase to fifty-five cents (\$0.55) per hour.
- b) Part-time employees will have the option of continuing to receive the fifty (50) cents in lieu of benefits or purchasing such coverage with the fifty (50) cents as may be available to them under the Part-Time Benefits Plan established with Greenshield, or such other carrier as may be identified pursuant to the Memorandum of Settlement of April 6, 2001 between the Participating Long Term Care Homes and Unifor. The Employer agrees to remit directly to the carrier for those employees who choose to participate in the plan, such amounts as specified by the carrier from the remuneration otherwise payable to the employee who participates. The amounts shall be remitted once monthly.

- c) Employees with a payment in lieu of benefits scheme are entitled to advise the Administrator in writing on or before September 1, 2004 of their desire to purchase a benefit. The employees eligible for this election are those that are employees as of June 9, 2004. Employees in this group that make the election to move to benefits will select a benefit to purchase. The monies paid by the Employer as a payment in –lieu of may be assigned against the premium cost of the benefit, and the employee is responsible for paying the balance of the premium. Benefits may be purchased in accordance with the terms and conditions of the Carrier. The choice to move into this benefit is irrevocable once made. The employees would be considered as late entrants in accordance with the collective agreements.
- d) The Employer agrees to pay for one eye exam during the life of this agreement to all part-time employees, where the employee is not already covered for such examination. The Employer will reimburse the employee upon receipt of an invoice to a maximum of seventy dollars (\$70). This undertaking is enforceable through the Memorandum of Settlement

20.06 The parties agree to follow the current benefit booklets or collective agreement regarding benefits, and at age 70 workers previously entitled to benefits will receive in lieu as per the contract.

20.07 The Employer agrees to notify the Union Committee Chairperson of any change in Carrier sixty days in advance of such change, unless it is not possible to do so. The

Union may request a meeting to discuss the proposed change. The benefits provided will be equivalent.

20.08 Mental Health  
Effective November 16, 2022, psychologist, registered psychotherapist, or social worker to a maximum of \$500 per year.

## **ARTICLE 21—SICK LEAVE**

21.01 Pay for sick leave will be granted to all full-time employees on the following basis: Employees who have completed the probationary period shall accumulate sick leave credits at the rate of one (1) day for each 162.5 hours worked to a maximum of thirty-five (35) days.

- 21.02 An employee who was entitled to sick leave and is off work due to sickness shall not receive more pay in sick benefits in a two (2) week period than the number of days worked during the last pay period worked.
- 21.03 No sick leave shall be paid if a third party is paying an income allowance (e.g. insurance payments for an injury sustained in an accident). However, it is agreed that an employee may use accumulated sick days if insurance payments are held up due to a dispute. When such dispute is resolved in favour of the employee, they shall repay the Employer and they shall again be credited for the sick days used.
- 21.04 Any employee absenting themselves on account of personal illness, must notify the Employer on the first day of illness at least one (1) hour prior to the beginning of the employee's scheduled starting time if on the day shift, and two (2) hours if on the afternoon shift or night shift except in cases of emergency. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

## **ARTICLE 22—PENSION PLAN**

### **22.01 Pension Plan**

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

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

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

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

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

"Eligible 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) Effective January 24, 2025 (date of ratification), each eligible employee covered by this collective agreement shall contribute from each pay period an amount equal to three and one half percent (3.5%) of applicable wages to the Plan. The Employer will match such contributions, the amount being three and one half percent (3.5%) of applicable wages.

Effective November 1, 2025 increase the matching Employer and Employee contributions to four percent (4%)

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

The Union and 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 the amount as required by the collective agreement in force between the parties.

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

- e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, RSO 1990, Chapter 8 as amended, which the Administrator may reasonably require in order to properly record and process pension contribution 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 disk, 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 a reasonable cost to the Plan. If the Administrator 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 in article (e) of the agreement are:

- i) **To be Provided Once Only at Plan Commencement**
  - Date of Hire
  - Date of Birth
  - Date of first remittance
  - Seniority list (for the purpose of calculating past service credit)
- ii) **To be Provided with each Remittance**
  - Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable Earnings
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) **To be Provided Periodically**
  - Addresses as provided to the Home once the employee joins the Plan, and annually for all employees in October of each year. Termination date when applicable.
- iv) **To be Provided Once if Readily Available**
  - Marital Status
  - Gender
- f) 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.

22.02 Employees agree to provide the appropriate forms to NHRIPP, or the appropriate Pension Provider in the case where NHRIPP is not in place, in the event of a WSIB absence.



## **ARTICLE 23—WORKPLACE SAFETY AND INSURANCE BOARD**

### **23.01      Workplace Safety and Insurance**

The parties agree to abide by the provisions of the *Workplace Safety and Insurance Act* as amended from time to time. 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.

23.02      Where an employee is absent due to illness or injury compensable by the WSIB, the Employer will continue to pay its share of health and welfare benefit premiums for a period of twenty-four (24) months, provided the employee continues to pay their share of the premiums, if any.

## **ARTICLE 24—COMPENSATION**

24.01      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.

24.02      If any new classification within the scope of the Ontario Labour Board's Certificate 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, which may be extended by mutual agreement in writing, after the Employer establishes any such classification. If the parties fail to agree on the wages for such classification, the matter shall be referred to Arbitration as hereinafter provided within fourteen (14) days following the final meeting as herein provided. The Employer may assign the interim rate pending such negotiations and arbitrations.

24.03      All employees will be paid bi-weekly on every second Friday, for the payroll period ending the Sunday 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.

24.04      Any error made by the Employer in calculating payments as provided for in this Article shall be corrected and paid within five (5) business days from the date the Employer is notified of the error, if the error is of seven and one-half (7 ½) hours pay or more, or paid on the following pay day if such error is less than seven and one-half (7 ½) hours.

Where an error has been made which results in an overpayment to the employee of wages or benefits, the amount of the overpayment shall be deducted from the employee's next pay. For amounts which are greater in value than 7.5 hours regular wages, the Employer will recover the overpayment in more than one pay. In no case will the amount the Employer deducts from any one (1) pay exceed 7.5 hours regular wages unless the employee concerned agrees.

- 24.05 Part-time employees shall progress on the wage grid based on one (1) year of service equalling 1850 hours worked.
- 24.06 Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, they may apply for recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one year's movement on the grid for each one year's experience. Where the experience is part-time one year equals 1800 hours paid.

#### **ARTICLE 25—MISCELLANEOUS**

- 25.01 The Union agrees to prepare the collective agreements. Once proofed and sent out the Employer will sign them within thirty (30) days. The cost will be shared on a 50-50 basis.
- 25.02 There shall be no pyramiding of benefits under this Collective Agreement.
- 25.03 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices, one (1) bulletin board in such a place so as to inform all employees in the bargaining unit of the activities of the Union pertaining to the bargaining unit.
- All postings must first receive the approval of the Administrator (or their designate) before being posted.
- 25.04 The term "spouse" or "partner" as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.
- 25.05 If the Employer requires a sick leave certificate and the medical physician or nurse practitioner charges the employee for such certificate, the Employer will reimburse the employee for the certificate up to a maximum of twenty-five dollars (\$25) per certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate.

## **ARTICLE 26—TERM AND RETROACTIVITY**

- 26.01 The Agreement shall commence November 1, 2024 and shall expire October 31, 2026, 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*.
- 26.02 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.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.**

**Dated at London, Ontario this 23<sup>rd</sup> day of May, 2025.**

### **SEAFORTH LONG TERM CARE HOME**

*Jennifer Lowes*

Jennifer Lowes, HR Business Partner

*Ryan Yoanidis*

Ryan Yoanidis, Executive Director

### **UNIFOR AND ITS LOCAL 2458**

*Rebecca Bontaine*

Rebecca Bontaine, Chairperson

*Jen Shewan*

Jen Shewan, Committeeperson

*Lisa Baarda*

Lisa Baarda, Committeeperson

*Courtney Bennett*

Courtney Bennett, Committeeperson

*Dina Roushanroz*

Dina Roushanroz, 2<sup>nd</sup> VP, Local 2458

*Denise Cochrane*

Denise Cochrane, National Representative

## **SCHEDULE "A"**

### Full-time and Part-time

<b>Classification</b>	<b>Step</b>	<b>Expired October 31, 2024</b>	<b>Effective November 1, 2024</b>	<b>Effective November 1, 2025</b>
Registered Practical Nurse (RPN)	Probation	\$25.85	<b>\$27.79</b>	<b>\$29.80</b>
	Start	\$26.72	<b>\$28.69</b>	<b>\$30.73</b>
	1 Year	\$27.57	<b>\$29.57</b>	<b>\$31.64</b>
	2 Years	\$28.43	<b>\$30.46</b>	<b>\$32.56</b>
PSW / Healthcare Aides / Nursing Aides	Probation	\$23.57	<b>\$24.39</b>	<b>\$25.25</b>
	Start	\$24.46	<b>\$25.32</b>	<b>\$26.20</b>
	1 Year	\$25.32	<b>\$26.21</b>	<b>\$27.12</b>
	2 Years	\$26.19	<b>\$27.11</b>	<b>\$28.06</b>
Housekeeping / Laundry / Dietary	Probation	\$19.92	<b>\$20.62</b>	<b>\$21.34</b>
	Start	\$20.80	<b>\$21.53</b>	<b>\$22.28</b>
	1 Year	\$21.64	<b>\$22.40</b>	<b>\$23.18</b>
	2 Years	\$22.60	<b>\$23.39</b>	<b>\$24.21</b>
Activity Aides	Probation	\$19.92	<b>\$20.72</b>	<b>\$21.65</b>
	Start	\$20.80	<b>\$21.63</b>	<b>\$22.60</b>
	1 Year	\$21.64	<b>\$22.50</b>	<b>\$23.50</b>
	2 Years	\$22.60	<b>\$23.49</b>	<b>\$24.52</b>
Cook	Probation	\$21.22	<b>\$21.96</b>	<b>\$22.73</b>
	Start	\$22.11	<b>\$22.88</b>	<b>\$23.68</b>
	1 Year	\$22.97	<b>\$23.77</b>	<b>\$24.61</b>
	2 Years	\$23.84	<b>\$24.67</b>	<b>\$25.54</b>
Resident Support Worker	Current	\$16.88	<b>\$17.47</b>	<b>\$18.08</b>
Students	Current	Minimum Wage	Minimum Wage	Minimum Wage

### Wages

Year 1-November 1, 2024 ..... 3.5%

Year 2-November 1, 2025 ..... 3.5%

- RPN Market Adjustment of \$1.00 prior to the Year 1 wage increase
- RPN Market Adjustment of \$1.00 prior to the Year 2 wage increase
- Activity Aide Market Adjustment of \$0.10 prior to the Year 1 increase
- Activity Aide Market Adjustment of \$0.20 prior to the Year 2 increase

Wage increases are retroactive to November 1, 2024.

Retroactive payment to current employees within sixty (60) days of the date of ratification January 24, 2025. Persons who worked from November 1, 2024 onwards but are no longer employed will also be entitled to retroactive payment. The Employer will send a letter within three (3) pay periods of the date of ratification (January 24, 2025) to the last known address of each ex-employee entitled to retroactive payments, advising them of their right to retroactivity. Ex-employees who fail to claim their payments within sixty (60) day period shall be deemed to forfeit any claim for payment.

### **Lump Sum Payment**

Within three (3) pay periods of the successful ratification of this memorandum of settlement, the Employer agrees to pay a one-time lump sum of four hundred dollars (\$400.00) to each full-time employee and two hundred dollars (\$200.00) to each part-time employee.

### **\*\*STUDENTS**

- a) Summer students employed in the nursing department, i.e. those employed exclusively for the summer, are to be paid at the lowest level of the wage grid in the classification they are working.
- b) The regular student rate shall be provided in the wage schedule. It is understood that the regular student rate shall be paid to all the students other than those students described in paragraph a) above.
- c) The parties agree that the three (3) students employed in the nursing department will be red circled at their existing rate.
- d) Students shall have seniority in relation to other students.
- e) When students are called in for a regular shift in the dietary department, they shall be paid at the probationary rate of the applicable job classification.
- f)
  - i) In the first full pay period after their 18<sup>th</sup> birthday, a student shall cease to be a student.
  - ii) At that time, they shall move to the "Start" rate of pay for the appropriate classification, and they shall progress on the wage grid on the basis of one year of service equalling 1850 hours worked.

### **ORIENTATION RATE**

During the orientation of newly hired employees, the rate of pay will be two dollars (\$2.00) per hour below the probationary rate of pay. Upon successful completion of probation, the employee will be paid the difference between the orientation rate and the probationary rate for all hours worked during orientation.

## **PAY EQUITY**

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

## **LETTERS 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.

### **#2 WOMEN'S ADVOCATE**

Moved to article 7.08. Intentionally left blank.

### **#3 ABUSE AND THREATENING BEHAVIOUR**

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

- Physical abuse
- Psychological abuse
- Emotional abuse
- Sexual abuse

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

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 their immediate supervisor who will assess the situation and give further direction. In the event that the abuse is from a resident, it is agreed that no employee will be obligated to work with the

resident one-on-one. In the event that a cognitive resident continues with the abuse/threatening behavior, the staff member shall be given the opportunity to transfer to a different work area, or be assigned a different resident. The incident will be documented on the resident care plan/ chart with a clear course of action for staff to follow when providing care to the resident and a copy of the incident will be provided to the Director of Nursing.

If the abuse/threatening behavior involves a resident the 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 behavior, 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.

The parties agree that when reported incidents involving aggressive residents' action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in the forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

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

2. What is Harassment?

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

Harassment is defined as 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, family status, handicap or sexual orientation.

### 3. Responsibilities

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

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The Employer and Unifor will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment 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 Unifor are responsible for:

- Advising a complainant when this policy applies;
- Providing education regarding harassment;



- Clarifying options available;
- Identifying and assisting complainants in obtaining counseling;
- Facilitating in the resolution process and
- Informing the 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 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 to be brought to the attention of the Employer and Unifor in written form.
2. The Employer and Unifor will document the complaint and the individual will be informed of their rights.
3. The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
6. An internal resolution will be attempted between the complainant and the respondent by the Employer and Unifor.
7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
9. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved by the parties at 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.

#### **#5 WORKING SUPERVISORS**

The parties shall identify the number of working supervisors in each facility, as of December 31, 2000. The Employer agrees that it will not increase the number of working supervisors or the number of bargaining unit shifts the current working supervisors are regularly performing during the life of this Agreement.

The position of Health Care Aide Coordinator shall be deemed to be included in this Letter of Understanding provided it is filled by six (6) months after ratification. It shall not include duties such as discipline, hiring and firing of bargaining unit members.

#### **#6 TRANSFER OF WORK/SALE OF LICENSE**

The parties agree that they will not close an existing Long Term Care Home and open another in an attempt to avoid the Union during the life of this Agreement.

#### **#7 CONTRACTING IN**

The Employer confirms that it will not “contract in” for the life of the collective agreement. The parties agree that this Letter of Understanding does not pertain to the Employer’s use of agency staff provided employees who are qualified are given first opportunity to work shifts.

All call-ins and overtime must be offered to qualified employees prior to being offered to agency. For further clarity, employees will have fourteen (14) days from the date the schedule is posted to indicate availability for vacant shifts.

#### **#8 RETURN TO WORK PROGRAM AND WORK REINTEGRATION**

The employee acknowledges their obligations and the Employer acknowledges the Employer’s obligations regarding an Early and Safe Return to Work and Work Reintegration programs 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.

The Employer will review with the Union at the Labour Management Committee meeting its Early and Safe Return to Work and Work Reintegration programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Work Reintegration programs will include a statement that the Employer will make reasonable effort to provide modified duties.

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

#### **#9 CMI REVIEW**

The Employer agrees to meet with the Union as part of the Labour/Management process to:

- i) Review what the CMI and CMM are, and the potential tremendous impact of these factors on staffing level;
- ii) Review the importance of charging and charting results on the CMI and CMM;
- iii) Review the annual CMI results and to discuss the implications (if any) of a changed CMI; and
- iv) Identify and propose alternative to any actions that the Home may be planning.

It is understood and agreed that nothing in this letter is intended to inhibit any action the Employer may take consistent with the provisions of the Collective Agreement.

It is further understood and agreed, however, that any agreement the parties reach pursuant to this letter, will supersede the provisions of the Collective Agreement.

#### **#10 PAID HOLIDAYS**

- 1) It is agreed that the Employer provides the same number holidays for part-time employees that are set out in the *Employment Standards Act 2000* (the *Act*).
- 2) It is agreed the Employer provides more holiday for Full-time employee than are set out in the *Employment Standards Act 2000* (the *Act*).
- 3) It is further agreed that the Employer applies qualifiers to determine the entitlement of bargaining unit employees to holiday pay. In some cases these qualifiers apply only to Part-Time employees, and in some cases to both Full-Time and Part-Time employees.
- 4) It is further agreed that it is possible, when the qualifiers are applied, that the affected employees will not receive the holiday pay to which they are entitled under the *Act*.

- 5) The parties agree that any dispute regarding the adequacy of the benefits under the collective agreement compared to the benefits under the Act should be resolved on the basis set out in the award of Arbitrator How in Re Zehrs Markets and UFCW Local 175 (2002) 107 LAC (4<sup>th</sup>) 261. For greater clarity since the comparison between entitlements under the Act and under the collective agreement must be made in an individual basis, the Employer will compare each employee's entitlements at the end of the calendar year or at the time of termination of employment if applicable.
- 6) Accordingly, the Employer will, commencing in January 2010 determine the amount of holiday pay (in dollars) each employee would have received in 2009 under the Act, using the qualifiers set out in the Act, and calculating holiday pay as set out in the Act. This will be referred to as the "required holiday pay".
- 7) The results of this calculation will be compared to the actual holiday pay each employee received in the year 2009 using the qualifiers as applied by the Employer as set out in its collective agreement with the Union. This will be referred to as the "actual holiday pay".
- 8) Where the actual holiday pay received by an employee is greater than the "required holiday pay" no further action need be taken.
- 9) Where the actual holiday pay received by an employee is less than the required holiday pay, the employee will receive the difference between those two sums, less deductions required by law.
- 10) Prior to releasing any funds each Employer will share with its local Union President or designate, the results of the calculations set out in 6 to 9 inclusive for verification.
- 11) Monies owing under the calculations set out above will be paid within two pay periods of the date the Union Chairperson receives the calculations from the Employer. Reconciliation to be completed no later than March 1.

#### **#11 LIABILITY INSURANCE**

Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide their 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.

## **#12 HOLIDAY PAY**

The local parties will meet within 90 days of ratification to discuss the issue of holiday pay. In the event the parties are not able to agree upon a payment mechanism, the provisions of the expired collective agreement will continue to apply, including the renewal of the LOU.

## **#13 ADVANCE OF PENDING ILLNESS**

- a) in the event that an employee who is unable to attend work as a result of an illness and properly applies for EI and there is a delay in their receiving an EI cheque because of an administrative error by the Employer or a delay by EI in processing the claim, the Employer will, upon request of the employee, advance to the employee an amount equal to that owed by EI. 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 EI 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.

## **#14 VACATIONS UNDER THE EMPLOYMENT STANDARDS ACT**

As per the *Employment Standards Act* of Ontario, the Employer is obligated to ensure all employees take a minimum of two (2) weeks of vacation per year, commencing in the 2017 vacation year.

## **#15 NA/HCA/PSW SCHEDULING**

Intentionally left blank

## **#16 WORKING SHORT**

Intentionally left blank

## **#17 RACIAL JUSTICE ADVOCATE**

Moved to Article 7.09. Intentionally left blank

## **#18 CROSS TRAINING OPPORTUNITIES FOR PART TIME STAFF**

Within thirty (30) days of ratification the Employer will post a sign-up sheet for those part-time employees who wish to be cross trained to perform work in other departments. Future interest of employees to be cross trained can be submitted to the Employer for consideration.

Employees may sign up to be cross trained to work in other departments. The Employer will choose from the most senior employee(s), who agree to be cross trained in departments where they are otherwise qualified.

Cross-trained employees may work in other departments to cover absences only after employees who currently work in the department have been offered the available work and decline.

Where an entire shift is scheduled to a cross-trained employee, the employee will be paid the rate of pay for the department in which they work.

Employees may remove their name from the cross trained list at any time.  
A list of all cross trained employees will be provided to the Union Chairperson.

**Dated at London, Ontario this 23<sup>rd</sup> day of May, 2025.**

### **SEAFORTH LONG TERM CARE HOME**

*Jennifer Lowes*

Jennifer Lowes, HR Business Partner

*Ryan Yoanidis*

Ryan Yoanidis, Executive Director

### **UNIFOR AND ITS LOCAL 2458**

*Rebecca Bontaine*

Rebecca Bontaine, Chairperson

*Jen Shewan*

Jen Shewan, Committeeperson

*Lisa Baarda*

Lisa Baarda, Committeeperson

*Courtney Bennett*

Courtney Bennett, Committeeperson

*Dina Roushanroz*

Dina Roushanroz, 2<sup>nd</sup> VP, Local 2458

*Denise Cochrane*

Denise Cochrane, National Representative