

COLLECTIVE AGREEMENT

Between:

GOLDEN DAWN SENIOR CITIZEN HOME
(hereinafter called the “Employer”)

and



UNIFOR AND ITS LOCAL 2458
(hereinafter called the “Union”)

EXPIRY DATE: October 31, 2026

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WHEREAS the Ontario Labour Relations Board did, on the 11th day of September, 2000, certify the Union as the bargaining agent for certain employees of the Employer.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1—PURPOSE

- 1.01 The purpose of this Agreement is to establish by mutual agreement, an orderly collective bargaining relationship between the Employer and the employees concerned, and to provide for the prompt disposition of grievances, to establish and maintain mutually satisfactory working conditions and wages for all employees within the bargaining unit.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the best possible care and health protection for the residents.

ARTICLE 2—SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Golden Dawn Senior Citizen Home at Lions Head, Ontario, save and except supervisors, persons above the rank of supervisor, office and clerical, and administrative staff and any other persons represented by another trade union.
- 2.02 The Employer agrees that all correspondence between the Employer and the Union relating to matters covered by this Agreement shall be sent to the President of the Union or their designate. The Union agrees that all correspondence between the Union and the Employer relating to matters covered by this Agreement shall be sent to the Administrator or their designate.
- 2.03 The Employer will provide the Union with a list of the names of its Supervisors.
- 2.04 The term “probationary employee” when used in this Agreement shall mean an employee who has not completed their probationary period as per Article 11.07 hereof.
- 2.05 **Full-Time Employees**
As per the past practice of the Employer, a full-time employee is an employee who is regularly scheduled to work thirty (30) hours or more per week, exclusive of unpaid meal periods.
- 2.06 **Part-Time Employees**
As per the past practice of the Employer, a part-time employee is an employee who is regularly scheduled to work less than thirty (30) hours per week, exclusive of unpaid meal periods.

As per the past practice of the Employer, the following two (2) categories of part-time employees are recognized:

- i) Regular Part-Time Employees are those part-time employees who are regularly scheduled to work twenty-four (24) hours or more, but less than thirty (30) hours per week, exclusive of unpaid meal periods.
 - ii) Casual Part-Time Employees are those part-time employees who are regularly scheduled to work less than twenty-four (24) hours per week, exclusive of unpaid meal periods.
- 2.07 “Working Days” – For the purposes of this Collective Agreement, the terms “days” or “working days” shall not include Saturdays, Sundays, and/or designated paid holidays.
- 2.08 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.09 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.

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 of the nursing home.
 - (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time.
 - (c) To hire, discharge, transfer, schedule, lay-off, recall, promote, demote, assign areas of responsibility, suspend or otherwise discipline employees for just cause, provided that a claim that an employee who has completed probation has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer and must be supported on a rational basis.

- (d) To have the right to plan, direct and control the work and direction of employees and operation of the Home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the assignment of shifts and shift rotations, the planning or splitting up of departments, and the increase or reduction of personnel in a particular area or overall.

The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

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 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.

- 4.02 The Employer agrees to include Union dues deducted from each employee on each employee's T-4 slip annually.
- 4.03 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 on a monthly basis a listing of the names, addresses 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, and Weekly Indemnity.

- 4.05 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.
- 4.06 The Employer shall not contract out any work usually performed by members of the bargaining unit, if as a result of such contracting out, a lay-off or a reduction in the hours of work of any employees follows. Contracting out to an Employer who is organized and who provides comparable wages and benefits is not a breach of this position.
- 4.07 In the event the Employer plans to change a vacant full-time position to a part-time position, it will advise the Union and discuss its plans with them.
- 4.08 **Full-Time/Part-Time Ratio**
So long as a full-time position exists there will be no splitting of that position into two (2) or more part-time positions without the agreement of the Union. Such agreement shall not be unreasonably withheld.

ARTICLE 5—NO DISCRIMINATION

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

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

- 5.02 **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.

5.03 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 the Unifor do not tolerate any form of harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. What is Harassment?

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the 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 conduct 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 counselling;
- Facilitating in the resolution process and
- Informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the criminal Code.

In addition, the Employer and 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. They may be either verbal or in written form.
2. The Employer and Unifor will document the complaint and the individual will be informed of 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 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.

ARTICLE 6—NO STRIKES OR LOCKOUTS

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words “strike” and “lockout” shall be as defined in the *Labour Relations Act* of Ontario, as amended from time to time.

ARTICLE 7—UNION REPRESENTATION AND COMMITTEES

7.01 The Union shall elect or otherwise select up to three (3) 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.

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.

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.

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.

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.

- 7.02 a) The Employer acknowledges that the Union Committee shall serve as members of the Negotiating Committee and as the representatives of the Union authorized to represent the unionized employees in discussions and dealings with the Employer in connection with any matters which may properly arise out of the administration of this agreement.
- b) 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 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.
- 7.03 a) The Employer will compensate the Negotiating Committee at their regular straight time hourly rate of pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with the Employer up to and including conciliation, but not thereafter.
- b) **Pay During Master Negotiations**
Where a Home is participating in a Master Bargaining Process, and a Union Committee Person 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.

- 7.04 The Union Committee shall receive regular pay at their straight time hourly rate of pay for all regularly scheduled working hours lost due to attendance at grievance meetings with the Employer for which permission has been granted in accordance with Article 8.
- 7.05 It is acknowledged, understood and agreed that Union Committeepersons have their regular duties to perform as employees and such persons shall not leave their regular duties without obtaining permission from their Department Head. The Department head will not unreasonably refuse to grant a Union Committeeperson permission to leave their regular duties. Upon completion of their business, the Union Committeeperson will report back to their Department Head. In accordance with this understanding, the Union Committeeperson will receive their regular straight time hourly rate of pay for such working time lost.
- 7.06 The Employer undertakes that it will not enter into any agreement or contract with those employees for whom the Union has bargaining rights either individually or collective which will conflict with any provisions of this Agreement.

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 1

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

Step 2

If the response is not satisfactory to the Union Committee, the parties shall arrange a meeting within five (5) calendar days of receipt of the Employer's response to discuss the grievance. The meeting shall be attended by the Union Committee and representatives of the Employer. The Employer's response shall be in writing within five (5) calendar days of the meeting. If the Union Committee is not satisfied with the response it may refer the grievance to arbitration as provided below within ten (10) calendar days of the receipt of the Employer's response. The Union

Chairperson will be provided with a reasonable time in advance of any Step 2 grievance meeting in order that they may prepare for such meeting.

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 that a 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, until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

The Employer agrees that no employee will be discharged, disciplined or otherwise discriminated against for advocating in the interests of the home's residents, or for reporting or publicizing any alleged deficiencies in resident care and quality

standards. It is understood that an employee should first bring such deficiencies to the Employer's attention through their immediate Supervisor, labour-Management Committee or other workplace forums, and allow the Employer a reasonable opportunity to remedy any problems.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the time periods related to the discipline of resident abuse only.

8.08 Effective on the renewal of the current health and welfare benefits coverage:

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 in accordance with Article 9.01.
- (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 are 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.

8.09 Mediation Language

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

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

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

The parties shall agree on a mediator.

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

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

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

If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the mediator may serve as an arbitrator.

Nothing said or done by the mediator may be referred to arbitration.

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

ARTICLE 9—ARBITRATION

- 9.01 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 Health, Safety and Environment

- (a) The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness. 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 the effect on the workplace. This will be a standing discussion item on the Joint Occupational Health and Safety Committee agenda.
- (b) A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by

Unions and who do not exercise managerial functions, and an equal number of Employer Representatives. Unifor will be entitled to one representative for every fifty bargaining unit members in the facility, with a minimum of two (2) representatives.

- (c) At no time shall the number of company members be allowed to outnumber the amount of union members.
- (d) 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.
- (e) 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.
- (f) Without limiting the generality of the foregoing, the committee shall:
 - i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment.
 - ii) Make recommendations for the improvement of the health and safety of workers.
 - iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
 - iv) Record the minutes of the meetings, which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
 - v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g. OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
 - vi) Unifor representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.
- (g) 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.

- (h) No employee shall operate any piece of equipment or perform duties until they have received orientation, education and/or instruction.
- (i) The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.
- (j) 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.
- (k) The Employer make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.
- (l) 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.

10.02 **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.

10.03 **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).

10.04 **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.

10.05 **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 15.09. 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, and 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.

10.06 **Return to Work/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.

10.07 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.

10.08 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.

10.09 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.

10.10 Women's Advocate

Employer to provide unpaid leave to one employee to participate in Women's Advocate training. However, any expenses to be assumed by the union directly and/or through the Paid Education Leave program.

10.11 Resident Abuse Not Tolerated

The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any

reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee Person is not present, the Union Committee person will be advised not later than the next business day. All investigations will be completed as quickly as possible. When an investigation exceeds 10 days an explanation of the delay will be provided to the Union Chair 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 11—SENIORITY INCLUDING PROBATIONARY PERIOD

11.01 Full-time employees will accumulate seniority from last date of hire.

11.02 Part-time employees will accumulate seniority from last date of hire, except as provided otherwise.

Part-time employees, for the purposes of vacation and wage progression, will accumulate service on the basis of one (1) year for each 1800 hours worked.

Part-time employees hired prior to January 1, 2000, will receive credit for their prior service for the purposes of vacation progression on the basis of the following formula:

The employee's calendar years of service (based on recorded date of hire) times 1800 hours equals credited hours service. Part calendar years of service will be prorated on the same basis.

Part-time employees hired prior to January 1, 2000, will receive credit for their prior service for the purposes of wage progression on the basis of the following formula:

1800 hours credit for every 1500 hours worked of prior service.

Any remaining hours of prior service over a multiple of 1500 will also be credited on a proportionate basis.

11.03 The Employer shall post and supply the Chairperson and the Local Union office with a full-time seniority list and a part-time seniority list each January and July, showing the employee's last date of hire. A part-time seniority list shall similarly be posted each January and July, showing the employee's accumulated hours worked and the last date of hire.

The Employer shall also provide the Local Union Office with a current list of employee addresses and phone numbers in January of each year, unless an employee signs a form indicating that they do not wish their address and phone number to be so supplied. The Employer shall keep a file of such signed forms.

11.04 Where two (2) or more employees have the same seniority, seniority shall be as per alphabetical order of their last name as of their last date of hire.

11.05 The appointment, selection or promotion of any employee to a position not subject to the provisions of this Agreement is not covered by this Agreement.

An employee who is appointed, selected or promoted to a position outside the Bargaining Unit shall be entitled to return to their former position within the Bargaining Unit and shall be credited with seniority and service accrued while outside the Bargaining Unit during the appointment, selection or promotion, as well as seniority and service accrued in the bargaining unit prior to the appointment, selection or promotion;

- i) If they are not confirmed in the position within three (3) months in the case of a permanent position or,
- ii) If they were assigned to a temporary position which does not exceed six (6) months (or such longer period if mutually agreed by the Union and the Employer).

11.06 Loss of Seniority

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 three (3) 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.
- (h) 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 of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside of the bargaining unit.
- (i) Employees who are on a leave of absence will not engage in gainful employment on such leave 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.
- (j) An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or provide 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.

11.07 A new employee shall be known as a probationary employee until they have worked four hundred and fifty (450) hours worked or twelve (12) months, whichever occurs first. Hours must be worked in order to pass probation. Upon completion of the probationary period, seniority shall accumulate from last date of hire for the purposes of promotion, demotion, permanent transfers, layoff, recall and choice of vacation. The Union Chairperson will be notified in writing when employees complete probation.

ARTICLE 12— LAYOFF AND RECALL

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 the employee's service is greater than 9 years – 9 weeks' notice
- If the employee's service is greater than 10 years – 10 weeks' notice
- If the employee's service is greater than 11 years – 11 weeks' notice
- If the employee's 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 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten (10) calendar days, and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply. Subsequent vacancies arising from the initial posted vacancy will be posted for a period of five (5) calendar days.

13.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as they see fit. 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.

13.03 If no applications are received by 10:00 a.m. of the tenth day following the posting date (or 5th day in the case of subsequent vacancies) the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

13.04 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy.

If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

13.05 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337 1/2) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

- (a) The employee feels that they are not suitable for the position, and wishes to return to their former position; or
- (b) The Employer feels that the employee is not suitable for the position, and requests that they return to their former position.

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.

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to their former position and the employee no longer has the right to return to their former position.

In the event of either (a) or (b) above the employee will return to their former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

Employees who have previously worked in the department shall be placed on trial in the new position for a period of thirty-seven and one half (37.5) hours.

13.06 Upon request the Employer will discuss with any unsuccessful applicant the manner in which the employee may improve their position and their work in order to be considered for any future vacancy.

13.07 Temporary Vacancies

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. Employees working less than thirty-seven and one-half (37 1/2) hours a week shall be given the first opportunity to fill temporary vacancies. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. 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 the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain 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.

The employee selected shall be expected to work the required weekly hours of the temporary position but may change shifts according to shift change policies.

13.08 The name of the person to whom the position is awarded shall be posted by the Employer. The Employer shall also forward a copy of all job postings and the name of the person to whom the position is awarded to the Union Representative.

13.09 Job Posting

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.

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) Long Term Union Leave

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.

14.02 **Bereavement Leave**

- (a) Upon the death of an employee's spouse, common-law spouse, child or stepchild, an employee shall be granted leave up to a maximum of five (5) calendar days without loss of pay, ending with the day following the day of the funeral.

Upon the death of an employee's mother, father, mother-in-law, father-in-law, grandparent, grandchild, sister or brother, an employee shall be granted leave up to a maximum of three (3) calendar days without loss of pay, ending with the day following the day of the funeral.

- (b) Upon the death of an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandparents of spouse, the employee shall be granted leave up to a maximum of two (2) calendar days leave without loss of pay, ending the day following the day of the funeral.
- (c) Upon the death of an employee's aunt, uncle, niece or nephew the employee shall be granted leave up of one (1) calendar day leave without loss of pay, on the day of the funeral.
- (d) It is agreed that pay for such days of absence as stipulated in 14.02 (a) and (b) is limited to the days actually missed from work as per the employee's scheduled working days.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which they are receiving payments for holiday pay.
- (f) An employee can apply to use one (1) 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.
- (g) 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.
- (h) Where it is necessary because of distance, the employee may be provided up to four (4) additional days unpaid leave.

14.03 **Personal Leave**

The Administrator may grant a request for a leave of absence without pay for personal reasons provided that they receive at least one (1) month clear notice in writing, unless it is impossible for the employee to provide such notice, and

provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. The Administrator will not unreasonably deny such request.

Employees when applying for such leave shall indicate the proposed date of departure and return and the reason for such leave.

14.04 **Jury and Witness Duty Leave**

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or a coroner's inquest in connection with a case arising from the employee's duties at the Home, the employee shall not lose regular pay for scheduled hours of work because of such attendance provided that the employee:

- (a) Notifies the Home immediately on the employee's notification that they will be required to attend court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt where available.

14.05 **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 Nursing Home. Applicants when applying must indicate the date of departure and specific date of return. Proof of enrollment shall be provided upon request.

14.06 (a) **Pregnancy and Parental Leave**

Pregnancy and Parental Leaves will be granted in accordance with the *Employment Standards Act of Ontario*, unless otherwise amended.

(b) **Pregnancy Leave**

- i) An employee who is pregnant will be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy

leave shall be granted for 17 weeks as provided in the *Employment Standards Act*, and may begin no earlier than 17 weeks before the expected birth date.

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

- ii) The employee must have started employment with their 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 furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absences may be taken under Article 14.06 (j) Parental Leave.

- (c) An employee who does not apply for leave of absence under Article (b) (l) and is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 14.06 (b) (i) upon providing the Employer before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their 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 elects, in writing, not to continue their share of the premium.
- (e) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the leave, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift, if designated.

All employees who fill vacancies as a result of the above absences will likewise be returned to their former permanent positions.

- (f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon the resumption of operations, reinstate the employee to their employment or to alternative work in accordance with the established seniority system or practice of the employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article (e).
- (g) Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under subsection (j) of this provision. The employee shall give the Employer, at least two (2) weeks' notice, in writing that they intend to take parental leave.
- (i) Effective for leaves commencing after May 1, 2006 an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

Effective upon confirmation of the SUB Plan by the Employment Insurance Commission an employee on pregnancy leave who is in receipt of Employment insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

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.

That benefit will be the equivalent to the difference between seven-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 75% of the employee's normal weekly earnings.

Such payment shall commence after the one week Employment Insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

Vested Interest – employees do not have a right to SUB payments except for supplemental of E.I. benefits during the employment period as specified in the plan.

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.

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

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

(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 a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- ii. A “parent” includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- iii. Parental leave must begin within fifty-two (52) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave, and sixty-three (63) weeks in duration if they did not.
- iv. The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
- v. 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.
- vi. For the purposes of parental leave under Article (j) Parental Leave, the provisions under (a), (d), (e), (f), (g), (h) and (i) shall also apply.

The employee shall endeavor to provide proof of E.I. benefits within two (2) weeks of the receipt of the employees E.I. benefit.

14.07 Workplace Safety & Insurance Leave

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

- (a) The Employer shall continue to pay its share of the health and welfare benefit premiums for a period of twenty-four (24) months, provided that the employee continues their share of the premiums, if any.
- (b) If possible under the terms and conditions of the health and welfare benefits programs, the employee may elect in writing to continue their health and welfare benefit coverage at full premium cost to the employee beyond the expiry of the twelve (12) month period provided for in (a) above, provided that the employee informs the Employer of their intent to do so by the expiry of the period of twelve (12) months and provided the employee arranges with the Employer an appropriate payment schedule. It is understood that the entitlement of the employee to continue their benefit coverage at total cost to the employee shall cease upon the employee being employed elsewhere with another employer or upon the termination of the employment relationship with the Employer.
- (c) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by the Workplace Safety and Insurance Board.
- (d) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- (e) In the case of an absence due to a compensable accident, the employee will be paid at their regular rate of pay for all scheduled hours on the day of the accident.
- (f) In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 13) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at their discretion.
- (g) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (h) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim, they shall be returned to their former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with the agreement. (This

would be affected by the returning employee displacing the employee with the least seniority in the category to which they are returning.)

- (i) If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Nursing Home in a classification that is covered by this Agreement, then the returning employee may exercise their seniority if they have the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

14.08 The Employer agrees 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.

14.09 Paid Education Leave

The Employer agrees that members of the bargaining units selected by the Union to attend paid education courses in accordance with Article 24.06, 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 leave.

14.10 Family Leave

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

An employee who is on 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 have been on Family Medical Leave the employee shall be reinstated to their former position.

14.11 Military Leave

An employee will be granted unpaid Military Leave in accordance with the 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 Vacations may be taken at any time during the year, except as provided herein, at the mutual convenience of the Employer and the employee, bearing in mind that adequate staffing on a twenty-four (24) hour basis must be maintained and that the final right to determine staffing needs is vested in the Employer. It is agreed that vacations will not be granted during the period of December 15th to the Sunday after January 1st.

15.02 The Employer shall post a vacation request sheet by March 15th each year for vacation requests between the months of June through September. Employees shall indicate their requested vacation(s) by April 15th of each year and the Employer shall post the approved vacation schedule for the period June through September by May 15th of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

The choice of vacation period for vacation time during the period of June through September will be based on seniority but shall be finally determined by the Administrator or designate having due regard to the proper operation of the nursing home and staffing requirements. It shall not be changed unless mutually agreed by all parties.

It is expressly understood that an employee who submits a late request for vacation during the period of June through September (i.e. submits the request after April 15th) cannot utilize their seniority to displace any of the requests that were submitted in a timely fashion, nor can an employee submitting such an untimely request utilize their seniority to displace any subsequent requests of employees who filed a timely request but whose request could not be accommodated.

15.03 Requests for vacation for periods outside May through September of each year shall be submitted to the employee's supervisor in writing at least five (5) weeks prior to the commencement of the requested vacation. Employees shall be notified in writing of the supervisor's decision with respect to the vacation request within two (2) weeks of submission of the request. Once an employee's vacation request is approved it shall not be changed by the Employer, except with the consent of the employee.

15.04 Vacations shall be granted in the vacation year next following the vacation year in which it was earned. The vacation year is defined as January 1 to December 31 of the same year to provide a consistent cutoff for all vacation entitlements. The employer agrees to provide a statement of each employee's vacation entitlement and total vacation accrual in dollar value by January 31 of that vacation year. On termination of employment with the Nursing Home, an employee shall be paid the vacation pay owing to them as at the date of their termination.

15.05 Vacations shall be granted to all full-time employees on the following basis:

- (a) Employees with less than one (1) year of seniority as of the employee's anniversary date, shall receive two (2) weeks' vacation pay. Vacation pay will be four percent (4%) of the employee's gross earnings in the twelve (12) months preceding the employee's anniversary date.
- (b) Employees with one (1) year of seniority or more but less than five (5) years of seniority as of the employee's anniversary date, shall receive two (2) weeks' vacation at four percent (4%) vacation pay based on the employee's gross earnings in the twelve (12) month preceding the employee's anniversary date.
- (c) Employees with five (5) years of seniority or more but less than ten (10) years of seniority as of the employee's anniversary date, shall receive three (3) weeks' vacation at six percent (6%) vacation pay based on the employee's gross earnings in the twelve (12) months preceding the employee's anniversary date.
- (d) Employees with ten (10) years or seniority or more but less than eighteen (18) years of seniority as of the employee's anniversary date, shall receive four (4) weeks' vacation at eight percent (8%) vacation pay based on the employee's gross earnings in the twelve (12) months preceding the employee's anniversary date.
- (e) Employees with eighteen (18) years or more of completed service as of the employee's anniversary date, shall receive five (5) weeks' vacation at ten percent (10%) vacation pay based on the employee's gross earnings in the twelve (12) months preceding the employee's anniversary date.
- (f) Employees with twenty-two (22) years of completed service as of the employee's anniversary date, shall receive six (6) weeks' vacation at twelve percent (12%) vacation pay based on the employee's gross earnings in the twelve (12) months preceding the employee's anniversary date.
- (g) Employees with twenty-eight (28) years of completed service as of the employee's anniversary date, shall receive seven (7) weeks' vacation at fourteen percent (14%) vacation pay based on the employee's gross earnings in the twelve (12) months preceding the employee's anniversary date.

15.06 Vacations shall be granted to part-time employees on the following basis:

- (a) Employees with less than one (1) year of seniority as of their anniversary date of each year, shall receive of four percent (4%) of the employee's gross earnings in the twelve (12) months preceding their anniversary date.
- (b) Employees with one (1) year or more of seniority but less than give (5) years of seniority as of the employee's anniversary date of each year, shall receive four percent (4%) of the employee's gross earnings in the twelve (12) months preceding their anniversary date.

- (c) Employees with five (5) years of seniority or more but less than ten (10) years of seniority as of their anniversary date of each year, shall receive six percent (6%) of the employee's gross earnings in the twelve (12) months preceding their anniversary date.
- (d) Employees with ten (10) years or more of seniority but less than eighteen (18) years seniority as of their anniversary date of each year, shall receive eight percent (8%) of the employee's gross earnings in the twelve (12) months preceding their anniversary date.
- (e) Employees with eighteen years or more of completed service as of their anniversary date of each year shall receive ten percent (10%) of the employee's gross earnings in the twelve (12) months preceding their anniversary date.
- (f) Employees with twenty-two (22) years of completed service as of the employee's anniversary date, shall receive six (6) weeks' vacation at twelve percent (12%) vacation pay based on the employee's gross earnings in the twelve (12) months preceding the employee's anniversary date.
- (g) Employees with twenty-eight (28) years of completed service as of the employee's anniversary date, shall receive seven (7) weeks' vacation at fourteen percent (14%) vacation pay based on the employee's gross earnings in the twelve (12) months preceding the employee's anniversary date.
- (h) For the purpose of part-time service calculation for vacation, 1800 hours worked shall equal 1 year of service. For part-time employees hired prior to January 1, 2000, the following formula shall apply:

The employee's calendar years of service (based upon recorded date of hire) times 1800 hours equals credited hours service. Part-time calendar years of service will be prorated on the same basis.

15.07 Vacation shall not accumulate from year to year and employees shall not be permitted to waive their vacation entitlement and draw double pay. Employees who have not requested or been approved for vacation by September will have a meeting with the Employer to discuss a plan to schedule their vacation.

15.08 Employees shall receive their vacation pay as follows:

Vacation pay may be paid on the pay date immediately preceding the vacation, provided the employee makes a request in writing to the Administrator or designate at least two (2) weeks prior to the said pay date. The amount of vacation pay will be the portion of the accrued vacation pay (as at anniversary date) pro-rated to match vacation entitlement (i.e. If entitlement is five (5) weeks and the employee is taking two (2) weeks' vacation, they will receive two-fifths (2/5) of the accrued vacation as of the last anniversary date. Employees will have the option of taking

1 week of their vacation entitlement/pay and deposit it into their RSP account. Such request to do so must be made to the Employer no later than December 1 of each year.

15.09 Employees entitled to four (4) or more weeks of vacation may use up to five (5) days' vacation as single days. Pay for this time will be paid at the time the individual vacation days are taken. Requests will be considered in the same manner as any other vacation request not submitted during the vacation posting process. Single vacation days cannot be used to displace another employee's request for a full week's vacation. Single vacation day requests cannot be used to book a single day on a weekend. All other vacation restrictions apply (i.e. pay requests must be made in writing at least two weeks prior to the pay date).

ARTICLE 16—PAID HOLIDAYS

16.01 The following will be recognized as paid holidays:

- | | |
|-----------------------|-------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day – July 1st | Boxing Day |
| Civic Holiday | Float Holiday (2) |

16.02 If an employee qualifies for holiday pay in accordance with this Article, holiday pay will be computed on the basis of the average length of the employee's regularly scheduled shifts, at their regular straight time hourly rate of pay.

Employees may notify the Employer of their desire to bank up to five (5) paid holidays per year. Equivalent time off with regular pay to be arranged by mutual agreement and will not be unreasonably denied. Equivalent time off will be used within the same calendar year it is earned. With the exception of Christmas Day and Boxing Day. (Which may be carried over to the next calendar year.)

16.03 An employee who is required to work on a paid holiday and who actually works on a paid holiday will be paid for all hours worked on the paid holiday at one and one-half (1½) times their regular straight time hourly rate of pay plus any amount payable to the employee pursuant to Article 16.04 or 16.05.

16.04 In order to qualify for holiday pay, a full-time employee must:

- (a) Have been employed for at least three (3) months;
- (b) Complete the employee's full scheduled shift on each of the scheduled working days immediately preceding and following the holiday unless absent due to:

- i) Legitimate illness, which illness commenced within a month of the date of the holiday. The Employer may request a medical doctor's certificate. It is understood that an employee will only be eligible for one (1) day's holiday pay during any one (1) period of illness, except if an employee is ill over the Christmas and New Year period, in which case they will be eligible for two (2) days holiday pay;
- ii) Vacation granted by employer;
- iii) The employee's regular scheduled day off.

16.05 In order to qualify for pay for a holiday, a part-time employee must:

- (a) Have been employed for at least three (3) months;
- (b) Have earned wages from the employer on twelve (12) days in the four (4) weeks immediately preceding the holiday;
- (c) Complete the employee's full scheduled shift on each of the scheduled working days immediately preceding and following the holiday unless absent due to:
 - i) Legitimate illness, which illness commenced within a month of the date of the holiday. The Employer may request a medical doctor's certificate. It is understood that an employee will only be eligible for one (1) day's holiday pay during any one (1) period of illness, except if an employee is ill over the Christmas and New Year period, in which case they will be eligible for two (2) days holiday pay;
 - ii) Vacation granted by Employer;
 - iii) The employee's regular scheduled day off.

16.06 An employee who is scheduled to work on any of the above-named holidays and who does not report to work forfeits holiday pay, unless the absence is due to illness or accident. The Employer may request a medical certificate.

16.07 If an employee is scheduled off on a holiday, the employee shall receive holiday pay calculated in accordance with Article 16.02, provided that the employee qualifies in accordance with Article 16.04 or 16.05.

16.08 The Employer will endeavour to schedule employees off for three (3) days at either Christmas or New Year's, subject to the staffing requirements of the Employer being satisfied. The choice of either Christmas Day or New Year's off shall be granted in the initial year of implementation by seniority and thereafter be granted on an alternating basis from year to year, unless employees agree to exchange such days. The regular schedule shall be suspended from December 15th of each

year to the first Sunday following January 1st of the following year and no leaves of absence will be granted during this period.

Employees not wishing three (3) days off at either Christmas or New Year's will notify the Administrator or designate in writing at least two (2) weeks prior to the posting of the schedule which covers the Christmas and New Year's period.

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.

The regular work shift for full-time employees shall be seven and one-half (7^{1/2}) working hours per day exclusive of meal periods. The seven and one-half (7^{1/2}) working hours per day will be worked within an eight (8) hour period.

17.02 Employees will be entitled to a fifteen (15) minute paid rest period in each half of a full seven and one-half (7^{1/2}) hour shift, exclusive of the unpaid meal period.

17.03 Except as provided for herein, overtime will be paid after seven and one-half (7^{1/2}) hours worked in a shift, exclusive of unpaid meal periods, or seventy-five (75) hours worked bi-weekly, exclusive of unpaid meal periods. Overtime shall be at the rate of one and one-half (1^{1/2}) times the employee's regular straight time hourly rate of pay.

Notwithstanding the foregoing, for employees who are scheduled to work an eight (8) hour shift exclusive of unpaid meal periods, overtime shall be paid for all hours worked in a shift over eight (8) hours or seventy-five (75) hours worked bi-weekly, exclusive of unpaid meal periods.

It is understood where an employee requests to leave a shift early and has arranged for another employee to work for their portion of a shift, such arrangement, if approved by the Department Head or designate, shall not result in overtime compensation or other premium payment.

All overtime must be authorized by the Department Head or designate.

Overtime is to be voluntary. Overtime shall be offered by seniority in each department/classification on a rotational basis.

Employees will not be required to take time off in lieu of overtime.

Employees at any time between January 1st and December 1st can continually accumulate up to a maximum of 37.5 hours of authorized over-time to be taken as compensating time off at a time to be mutually arranged between the employee and the Employer. All overtime accumulated as of December 1st in each year shall be

paid on the last pay prior to Christmas, except where written supervisory approval to carry such accumulated time over to the following year has been received. Employees shall notify the Employer in writing of their desire to bank up to 37.5 hours of OT.

- 17.04 Employees may request to change shifts with one another subject to the approval of the Department Head or designate, which request will not be unreasonably denied.

In any event, it is understood that a shift exchange initiated by the employee and approved by the Department Head or designate shall not result in overtime compensation or other premium payment or in any claim of non-compliance with any scheduling regulations provided in this agreement.

- 17.05 The Administrator or designate will post work schedules two (2) weeks in advance to cover a four (4) week period.

Employee requests for specific days off must be submitted to the Administrator or designate one (1) week in advance of the posting.

The Employer will not change the posted schedule without the consent of the employee(s) affected except in the case of extenuating circumstances. Extenuating circumstances may include, but are not limited to, employees returning from leaves of absence, unanticipated vacancies and leaves of absence, job postings, scheduling complaints, etc. In such extenuating circumstances, the changes to the posted schedule shall be brought to the attention of the employee(s) affected as soon as possible.

- 17.06 If an employee reports for work at the regularly scheduled time for their shift and no work is available, such employee will be entitled to pay at the employee's regular rate of pay for four (4) hours (or in the event that the employee was scheduled for less than four (4) hours, pay for the number of hours scheduled) provided that:

- (a) The employee has not been previously notified by the Employer orally or in writing not to report.
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of work (or in the event that the employee was scheduled for less than four (4) hours, work for the number of hours scheduled). Employees shall forfeit their minimum of four (4) hours of pay if they elect not to remain at work for a minimum of four (4) hours.

It is understood that the Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a telephone number which may be used by the Employer to give notice, or in the case of fire, power failure, or circumstances beyond reasonable control of the Employer.

17.07 The Employer will not schedule an employee to work split shifts on the posted work schedule, except where mutually agreed otherwise between the employee and the Employer and the Union.

17.08 An employee who is absent on paid time during their scheduled work week because of sickness, Workplace Safety and Insurance, bereavement, holidays, vacation, or union leave on scheduled days of work, shall be considered as if they had worked during their regularly scheduled hours during such absence for the calculation of eligibility for overtime rates.

17.09 There shall normally be a minimum of ten (10) hours off between shifts of work. All hours of work on a shift performed by an employee less than ten (10) hours from the last shift of work shall be paid for at the rate of time and one-half.

If the shift preceding the shift on which the overlap occurs is less than seven and one half (7.5) hours, no premium payment is made until a total of seven and one half (7.5) hours is worked on both shifts.

17.10 Daylight Savings Time

Where there is a change to Daylight Savings from Standard Time or vice-versa, an employee who is scheduled and works will be paid at the straight time hourly rate of pay for all hours worked. For example, an employee who works eight and one-half (8 1/2) hours, exclusive of unpaid meal period, will be paid for eight and one-half (8 1/2) hours at the employee's straight time hourly rate of pay.

17.11 There shall be no pyramiding or duplicating of any premium pay, overtime pay or paid holiday pay.

17.12 Full-time employees shall receive every other weekend off. The employer shall endeavor to schedule part-time employees one (1) weekend off in a three (3) week period and where not possible, shall ensure one (1) weekend off in a four (4) week period.

17.13 (a) Except as provided herein, where the Employer requires that an employee be temporarily assigned, called in or otherwise transferred to a lower rated classification within the bargaining unit, the employee shall be paid the wage rate of the employee's regular classification.

It is understood that this provision does not apply where the employee is temporarily assigned, called in or transferred to a lower rated classification in any of the following circumstances:

- i) As a result of bidding for a temporary job posting or otherwise seeking to fill a temporary vacancy; or
- ii) As a result of a temporary layoff or reduction in staff in which the employee has elected to displace or has been displaced into a lower rated classification; or

- iii) As a result of the employee being temporarily unable to perform the duties of the employee's regular classification.

It is further understood that this provision does not apply in situations where an employee occupies more than one classification in the bargaining unit as addressed in the "Letter of Understanding re Multiple Classifications & Positions", in which event the employee will be paid the corresponding rate of the lower rated classification while performing work in the lower rated classification.

- (b) Except as provided herein, where the Employer requires that an employee be assigned, called in, or otherwise transferred temporarily to a higher rated classification within the bargaining unit, the employee shall be paid the corresponding rate of the higher classification. It is understood that this does not apply in situations where an RPN is temporarily assigned, called in or transferred to replace an RN.

17.14 Requests for payroll information will be provided within three (3) days, not including weekends and holidays.

17.15 **CALL-IN PROCEDURE**

The parties agree to the following call-in procedures:

- (a) The Employer will call-in part-time employees, regular and casual, on a rotational basis within their classification(s) providing the call-in would not be at overtime rates.
- (b) A call-in list will be established for each department/classifications in order of seniority and will be used for call-ins on a rotational basis.
- (c) If the Employer is unable to fill the shift from the part-time list, the Employer will offer the shift to full-time employees within their classification(s) in order of seniority providing no overtime results. Any full time employee who is called in to work a shift, within one hour of the regular start time for that shift, shall be paid for the full shift as per the regular time schedule, providing such employee arrives for work within one hour of the call.
- (d) Where the call-in is requested for a shift that has already commenced or for a shift that is to commence within ninety (90) minutes and the employee is unable to arrive at the start time of the shift but is able to arrive within ninety (90) minutes of the start time of the shift, the Employer will offer the employee the opportunity to work.
- (e) Casual employees who refuse scheduled time or call-in time or who do not make themselves available regularly and consistently over a two (2) month period, shall be terminated.

- (f) Casual employees will lose their seniority for any of the following reasons, unless the employee can provide reasonable explanation;
- (a) Continuous non employment of three months if required to work;
- (b) Failure to meet any of the following requirements:
 - i) Casual employees shall be required to be available on 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.

Note: Employees, who occupy positions in more than one classification as per the Letter of Understanding re Multiple Classifications & Positions, will be placed on the call-in list for each of their classifications.

ARTICLE 18—PREMIUM PAYMENT

18.01 Weekend Premium

Employees will receive a weekend premium of forty-five cents (\$0.45) per hour for all hours worked over the forty-eight (48) hour period starting with the shift commencing after the end of the evening shift on Friday, and ending at the end of the evening shift on Sunday. Effective January 30, 2025 (date of ratification) increase the weekend premium to fifty cents (\$0.50) per hour. Effective November 1, 2025, increase the weekend premium to fifty-five cents (\$0.55) per hour for all hours worked.

18.02 Night Premium

Effective January 30, 2025 (date of ratification), all employees shall receive a night shift premium of ten cents (\$0.10) per hour for all hours worked between 2200 and 0600 hours. Effective November 1, 2025 increase the night premium to twenty cents (\$0.20) per hour for all hours worked.

For greater clarity, the night shift premium is to be paid for the hours worked in the home's normal eight (8) hour shift falling within the hours of 2200 - 0600.

ARTICLE 19—ALLOWANCES

19.01 The Employer agrees to pay a uniform allowance of one hundred and Thirty dollars (\$130.00) per year for full-time employees and seventy-nine (\$79.00) per year for part-time employees. This allowance shall be paid on the last pay day in June.

19.02 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 (1/2) shift, the employee shall receive an allowance of eight dollars (\$8.00) for each shift from the time of the assignment.

ARTICLE 20—HEALTH AND WELFARE BENEFITS

20.01 During the term of this Collective Agreement, the parties agree that the insured benefit plans that are currently available to full-time and regular part-time employees shall be maintained. During the term of this Collective Agreement, the Employer agrees to contribute towards the premium cost of coverage for eligible full-time and regular part-time employees in the active employ of the Employer on the basis set out below, subject to the respective terms and conditions of the plans, including any enrolment requirements.

20.02 (a) The Employer agrees to contribute one-hundred percent (100%) of the billed premium towards coverage of eligible full-time employees and regular part-time employees under an Extended Health Care Plan.

The Extended Health Care Plan shall provide for a Vision Care benefit with a maximum of \$350 per two (2) years per insured individual. Effective January 30, 2025 (date of ratification), vision care benefit will increase to three hundred and seventy-five dollars (\$375). Effective November 1, 2025 vision care benefit will be increased to four hundred dollars (\$400.00) per twenty-four (24) months.

Physiotherapy - \$1000 cap/year.

Effective January 30, 2025 (date of ratification) paramedical benefits increased by fifty dollars (\$50) per practitioner.

The Extended Health Care Plan shall provide for a Hearing Aide benefit with a maximum of four hundred dollars (\$400) per insured individual in each five (5) year period.

The Extended Health Care Plan shall provide for a Hypo Baric Chamber benefit with a five hundred dollars (\$500) lifetime maximum.

The Drug Plan will be subject to a deductible per prescription. For full-time employees, the deductible is five dollars (\$5.00) per prescription. For regular part-time employees, the deductible is the total amount of the dispensing fee.

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 agrees to contribute one-hundred percent (100%) of the billed premium towards coverage of eligible full-time and regular part-time employees under a Group Life Insurance Plan providing \$30,000.00 term life insurance.
- (c) The Employer agrees to contribute one-hundred percent (100%) of the billed premiums towards coverage of eligible full-time and regular part-time employees under a Dental Plan based on the 2005 ODA fee schedule and subject to a \$25.00 (per employee) deductible and an additional \$25.00 family deductible (for a total family deductible of \$50.00).

For regular part-time employees, the Dental Plan will be subject to an eighty percent (80%) co-insurance limit.

The Dental Plan for full-time and regular part-time employees will be subject to a \$1,500.00 maximum yearly cap per insured person.

Recall exams will be covered for persons over the age of eighteen (18) once every nine (9) months and fluoride treatment will be covered for persons eighteen (18) years of age and under.

(d) **Weekly Indemnity Plan**

The Employer will pay 100% of the billed premium for full-time and regular part-time employees for a weekly indemnity plan covering legitimate personal illness or injury up to the end of the first (1st) calendar week of such illness or injury. Payment under weekly indemnity will be 66 2/3rds % of straight-time scheduled wages lost.

The employee shall apply for E.I. sick leave for weeks 2 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds (66 2/3) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, they shall receive sixty-six and two thirds (66 2/3) percent of their straight time wages for weeks 2 through 17 of any personal illness or injury but shall not be eligible for benefits under (*) below.

* The Employer will pay one hundred percent (100%) of the billed premium for participating employees for a weekly indemnity plan covering personal illness or injury for weeks eighteen (18) through thirty (30) of such illness or injury. Payment under weekly indemnity will be sixty-six and two thirds (66 2/3) percent of scheduled straight-time wages lost.

(e) **Short Term Sick Leave**

- (a) Short term sick leave is paid up to a maximum of ten (10) 7.5 hours shifts or six (6) twelve (12) hours shifts at 66 2/3% pay.

- (b) An employee must return for one full regular scheduled shift in order for their short term sick pay to commence. If an employee is not able to return to work a ROE will be issued.

20.03 that, as per past practice, in the event that a part-time employee is promoted or otherwise transferred to a permanent full-time vacancy, the part-time employee will immediately become eligible for the full-time benefit coverage provided they have been employed continuously for a period of three (3) months with the Employer.

The parties further agree that, as per past practice, in the event that a casual part-time employee is promoted or otherwise transferred to a permanent regular part-time vacancy, the employee will be immediately eligible for the regular part-time benefit coverage provided that they have been employed continuously for a period of three (3) months with the Employer.

20.04 The parties agree that, as per past practice, in the event that a regular part-time employee is promoted or otherwise transferred to a temporary full-time position, the employee will retain their regular part-time employee status and, accordingly, will remain eligible for the regular part-time employee benefit coverage as outlined above.

The parties agree that, as per past practice, in the event that a casual part-time employee is promoted or otherwise transferred to a temporary full-time position or a temporary regular part-time position, the employee will retain their casual part-time status, and accordingly, will not be eligible for benefit coverage under the insured benefit plans.

20.05 The Employer shall provide the Union with electronic copies of the current information booklets and employees will be provided access to the booklets electronically either online or in a mobile app for those health and welfare benefits provided under the collective agreement.

20.06 EIC Premium Reduction

The employee's share of the Employer's employment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

20.07 Casual Part-time Employees

Employees who work less than twenty-four (24) hours per week shall receive twenty cents (\$0.20) per hour in lieu of Extended Health Coverages (Semi-private; Hearing; Vision, Drugs and other extended health benefits), Dental coverage and Weekly Indemnity Coverage. Effective November 1, 2017, increase in lieu to twenty-five cents (\$0.25) per hour.

The Employer will pay one hundred percent (100%) of the premiums towards a flat rate life insurance of twelve thousand and five hundred dollars (\$12,500) for each casual part time employee who has completed probation.

20.08 The Employer will invite Greenshield to quote on the provision of benefits when the current contracts are put to tender by ensuring it receives an RFP at the time of the tender. Operators will contact the Unifor National Office at the time of benefits renewal.

20.09 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.

20.10 Benefit Late Enrollment

An employee who chooses to opt out of any health and welfare benefits outlined in this article shall be entitled to enroll in the benefits under any one of the following conditions without the late enrollment restrictions set out elsewhere in this collective agreement or in the benefit plan under any one of the following circumstances:

- i. a life changing event such as divorce (where the settlement does not provide for spousal coverage), or death of a spouse;
- ii. when an employee transfers from a part time classification to a full-time classification and has passed the trial period as set out in this agreement;

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

In addition to the above, where an employee's spouse loses their benefits, an employee shall be entitled to enroll in the extended health and dental benefits only, provided they do so within thirty-one (31) days from the date their spouse loses their benefits.

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

ARTICLE 21—SICK LEAVE

21.01 Short Term Sick Leave

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees as set out herein and in Article 20.02(e).

21.02 The Employer shall have the right to demand production of a medical certificate when the employee has been absent from work due to illness or injury. Such medical certificate shall indicate the first and last day of sickness or, if the illness or injury continues, the anticipated length of absence due to illness or injury and

that the employee is fit to resume work and when such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee's wages for the time away from work. It is the responsibility of the employee to notify their supervisor of any absence due to illness, injury or other cause. Employees who were scheduled to work on a day shift must give a minimum of one (1) hour's advance notice of their absence and employees who were scheduled to work the afternoon or midnight shifts must give a minimum of four (4) hour's advance notice of their absence. Such notice is to be given to a designated supervisor. All employees will give one (1) days' notice of their return to work to their designated supervisor.

21.03 Where any leave of absence for sickness exceeds four (4) consecutive weeks:

- (a) Credits for vacation will accumulate during the leave.
- (b) The Employer will not make any payments to any benefit plan in effect during the leave. The employee however, may continue their coverage in the plans by contributing the costs of the premiums to the Employer who will make the payment to the respective carriers provided that such payment is permitted under the terms of the plan(s).
- (c)
 - (i) Payment will be made at the rate of seven and one-half (7-1/2) hours straight time for the first recognized paid holiday (see Article 16.01) which occurs after the commencement of any leave of absence of a full-time employee. Subsequent paid holidays which occur during the leave of absence will be forfeited.
 - ii) Part-time employees on an approved leave of absence shall receive payment at their regular straight time hourly rate of pay based on the average number of hours worked per day by the employee during the twelve (12) weeks immediately preceding the leave of absence for the first recognized paid holiday (see Article 16.01) which occurs after the commencement of any leave of absence provided they have qualified for same by working ten (10) shifts or more in the four (4) weeks preceding the holiday. Subsequent paid holidays which occur during the leave of absence will be forfeited.

21.04 The Employer shall pay any medical certificate required by the Employer and allowed under the Collective Agreement.

ARTICLE 22—PENSION PLAN

22.01 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.

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- (b) Each Eligible Employee covered by this collective agreement shall, contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- (c) The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute 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 that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amount specified in the collective agreement than 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 exceeds that which the employer would have if the Plan were a defined contribution plan.

- (e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the *Pension Benefits Act*, R.S.O., 1990, Ch P8, as amended, which the Administrator of the Plan may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the employer may be provided in the form normally maintained by the employer, whether on computer disc,

manual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the employer for access to the required information. This may include the employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and 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 request shall be borne by the Plan.

For further specificity, the items required for each eligible employee by Article 22.01 (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 purposes of calculations past service credit)
- ii) **To Be Provided with Each Remittance**
 Name
 Social Insurance Number
 Monthly Remittance
 Pensionable Earnings
- iii) **To Be Provided Once, and if Status Changes**
 Address as provided to the Home
 Termination date when applicable
- iv) **To be Provided Once if they are Readily Available**
 Gender
 Marital Status

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

ARTICLE 23—COMPENSATION

23.01 Wages are paid bi-weekly by cheque or direct deposit to a financial institution of the employee's choice from a list that has been provided by the Employer.

- 23.02 In the event of an error on an employee's pay resulting in an overpayment for the employee, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by seven and one-half (7^{1/2}) hours pay or more, the Employer will provide payment for the short fall within three (3) business days from the date it is notified of the error. If the error results in an employee being underpaid by less than seven and one-half (7^{1/2}) hours, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention.
- 23.03 Vacation pay and retroactive pay, if any, will be paid by separate cheque if the amount of such earnings exceeds one hundred dollars (\$100.00).
- 23.04 When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) working days. If the local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after the receipt of notice from the Home of such new occupational classification and rate. Any changes mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) working days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) working days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

23.05 Recent Related Experience RPN/RN

Where an RPN or an RN is hired, and has recent related RPN, or RN, 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 hour paid.

23.06 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.

ARTICLE 24—MISCELLANEOUS

24.01 The Employer shall provide a bulletin board to be used exclusively by the Union. The bulletin board shall be placed in the staff dining room.

The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Any such notices which do not pertain to matters set out in this Agreement must first be approved by the Employer prior to their posting and such approval shall not be unreasonably withheld.

24.02 Having provided a written request to the Administrator at least one (1) week in advance, an employee, and the employee's steward if so requested, shall be entitled to see their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of their Department Head at a mutually satisfactory time.

24.03 In-Service Education

Both the Employer and the Union recognize the joint responsibility and commitment to provide and to participate in in-service education and staff meetings.

Where an Employer requires an employee to attend an in-service program or staff meeting, the Employer will pay the employee at their regular straight time hourly rate of pay for all hours in attendance at the in-service program or staff meeting.

24.04 The Union agrees to prepare the collective agreements. Once proofed and sent out the Employer will sign them within thirty days. The cost will be shared on a 50-50 basis.

24.05 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 charting 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 provision of the Collective Agreement.

24.06 Paid Education Leave Program

The Employer agrees to pay into a special dues fund two (2) cents per hour per employee for all compensated hours. Such monies will 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:

Paid Education Leave Program
Unifor
115 Gordon Baker Road
Toronto ON M2H 0A8

ARTICLE 25—TERM AND RETROACTIVITY

25.01 This agreement shall continue for a two (2) year term in effect from November 1, 2024 until October 31, 2026 and shall continue from year to year thereafter unless either party gives the other party notice in writing, at any time within the one hundred and twenty (120) days period immediately preceding the termination date, of its desire to amend this Collective Agreement.

25.02 All employees on staff as of the date of ratification of this Memorandum will receive retroactivity as of November 1, 2024.

Signed this ¹⁵ _____ day of July, 2025

FOR THE EMPLOYER

Rachael Wilkens

Rachael Wilkens, Administrator

Kim Ferron

Kim Ferron, Office Manager

FOR THE UNION

Terri Shearer

Terri Shearer, Chairperson

Barb Bryans

Barb Bryans, Committeeperson

Krystya Biggs

Krystya Biggs, Committeeperson

Ken Durocher

Ken Durocher, Local 2458 President

Denise Cochrane

Denise Cochrane, National Representative

SCHEDULE "A"

		Rate at Expiry	01-Nov-24	01-Nov-25
			3.5%	3.5%
RN	Start	\$34.76	\$37.96	\$39.28
	1	\$36.44	\$39.79	\$41.18
	2	\$37.91	\$41.39	\$42.84
	3	\$38.97	\$42.55	\$44.04
	4	\$40.15	\$43.84	\$45.38
	5	\$40.74	\$44.49	\$46.04
	6	\$43.00	\$46.95	\$48.60
	7	\$43.93	\$47.97	\$49.65
	8	\$45.88	\$50.10	\$51.85
RPN	Start	\$25.58	\$27.51	\$29.51
	1	\$27.47	\$29.47	\$31.53
	2	\$28.40	\$30.43	\$32.53
	3	\$29.36	\$31.42	\$33.56
	4	\$30.29	\$32.39	\$34.55
PSW	Start	\$24.32	\$25.17	\$26.05
	After Probation	\$26.13	\$27.04	\$27.99
Maintenance	Start	\$21.23	\$21.97	\$22.74
	1	\$22.28	\$23.06	\$23.87
	2	\$23.15	\$23.96	\$24.80
	3	\$24.29	\$25.14	\$26.02
	4	\$25.33	\$26.22	\$27.13
Cook	Start	\$19.26	\$21.97	\$22.74
	1	\$20.13	\$23.06	\$23.87
	2	\$21.02	\$23.96	\$24.80
	3	\$21.87	\$25.14	\$26.02
	4	\$22.74	\$26.22	\$27.14
Kitchen / Laundry / Housekeeping	Start	\$18.80	\$19.46	\$20.14
	1	\$19.66	\$20.35	\$21.06
	2	\$20.77	\$21.50	\$22.25
	3	\$21.39	\$22.14	\$22.91
	4	\$22.60	\$23.39	\$24.21

		Rate at Expiry	01-Nov-24	01-Nov-25
Life Enrichment	Start	\$19.35	\$20.03	\$20.73
	1	\$20.23	\$20.94	\$21.67
	2	\$21.11	\$21.85	\$22.61
	3	\$21.96	\$22.73	\$23.52
	4	\$23.12	\$23.93	\$24.77
Support Aide	Start	\$18.81	\$19.47	\$20.15

Year 1..... 3.5% increase

Year 2..... 3.5% increase

- RPN market adjustment of \$1.00 before the year 1 increase
- RPN market adjustment of \$1.00 before the year 2 increase
- Market adjustment to RN grid as identified in the grid below before year 1 increase

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 employees represented by the Union employed by the Employer.

**LETTERS OF UNDERSTANDING
BETWEEN
GOLDEN DAWN SENIOR CITIZEN HOME
AND
UNIFOR**

1. RE: ORIENTATION PERIOD

It is agreed that during the employee's orientation period they shall be scheduled as an additional employee to the usual staffing pattern. 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.

2. RE: MULTIPLE CLASSIFICATIONS & POSITIONS

The parties agree that except as provided for herein, the Employer will not in the future permit employees to occupy positions in more than one (1) classification or department, nor will the Employer permit employees to simultaneously occupy more than one (1) part-time position.

The parties agree to the following "general exceptions" to the foregoing:

- 1) Employees in the Housekeeping/Laundry Aide classifications. It is understood that employees employed in the Housekeeping Aide classification may also be employed in the Laundry Aide classification and vice-versa.
- 2) Employees in the Cook/Dietary Aide classifications. It is understood that some employees employed in the Cook classification may also be employed in the Dietary Aide classification and vice-versa.

Apart from the above-noted "general exceptions", the parties further agree to "grandparent" the following employee on the basis set out below. It is understood that nothing in this agreement can be construed as protection against layoffs, which may occur for reasons other than the fact that the employee occupies more than one (1) classification.

Terri Shearer: The parties acknowledge that Terri Shearer is currently employed as a full-time employee, employed in each of the Housekeeping/Laundry Aide and Health Care Aide Classifications. The parties agree that Terri Shearer will be permitted to continue employment in these multiple classifications.

3. RE: ABUSE AND/OR THREATENING BEHAVIOUR

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

Physical abuse
Psychological abuse
Emotional abuse
Sexual abuse

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

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

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction. It is agreed that no employee will be obligated to work with the resident one-on-one until a satisfactory resolution between the parties has been reached. In the event that a resident continues with the harassment following the above procedure, the staff member shall be given the opportunity to transfer to a different work area or be assigned a different resident.

The multi-disciplinary team, which may include the employee that was involved in the incident, will do a full assessment of the situation. In the event that the resident knowingly and willingly continues the abusive behaviour, it will be documented and the Employer will suggest the resident shall be referred to an appropriate facility.

4. RE: CONTRACTING IN

The Employer confirms that it will not “contract in” during the life of the collective agreement. The Parties agree that this LOU 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 days from the date the schedule is posted to indicate availability for vacant shifts.

5. RE: TRANSFER OF WORK/SALE OF LICENSE

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

6. RE: REGISTERED STAFF AND PERSONAL SUPPORT WORKERS AMENDED HOURS OF WORK

If twelve (12) hour shifts are established, then it shall be on a presumption of appropriate modification to this collective agreement for the above noted time period.

Without restricting the generality of the foregoing, the following would be specifically noted.

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

Overtime is only paid if the employee works beyond the scheduled twelve (12) hours, or if the employee was entitled to overtime under the provisions of Article 17.03.

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

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

7. RE: PAID HOLIDAYS

Employees who are authorized to work overtime in excess of their regularly scheduled hours on a paid holiday will receive two (2) times their regular straight time hourly rate for those overtime hours.

8. RE: PART TIME SENIORITY ACCRUAL

Whereas the Union had identified a concern about the manner in which Part Time Employees in the affected Homes accrue seniority; and

Whereas the Parties have met and come to an agreement on a resolution to these concerns;

Now therefore witnessed as follows:

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

Seniority only for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness of injury. The rate of accumulation will be based on the employee's normal weekly hours paid (insert "worked" if the Home's language or practice is to use 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) This settlement is without prejudice to the right of either party to table language on the treatment of part time seniority in any future round of bargaining.
- 4) For greater clarity, it is not anticipated that any immediate amendment to the current seniority lists will result from these Minutes.
- 5) The Amended seniority calculations will be applied to the first seniority list posted after the signing of these Minutes.

9. RE: MANDATORY EDUCATION/TRAINING

The Employee acknowledges the Employer's obligations to provide ongoing education/training as stated in *Fixing Long Term Care Act*. The employee is required to complete assigned training/education provided by the Employer within the time frame it is assigned. Employees shall receive payment at their straight time regular rate of pay for training hours as announced annually by the Employer. The Employer will pay employees for related training hours once completed pursuant to the current practice.

10. RE: WORKING SHORT

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

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

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

1. Review the staffing complement (FT, PT and Casual staff mix).
2. Consider alternative scheduling procedures
3. Review the collective agreement in a good faith attempt to see if there are barriers creating the "working short" issue. If there are any changes to the collective agreement agreed to by the local workplace committee they must be approved by the local and national union and the Employer corporate representatives.
4. Full disclosure on any policies which may create working short.

- 5. Review of reasons for short notice absences.
- 6. Review of call-in and replacement procedures being used at the Home.
- 7. Review of policies/practices for approving time off and schedule changes.
- 8. Develop job routines or protocols to use when working short.
- 9. Communicate with all employees, including supervisory staff, on the proper procedures when there is a working short situation.

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

11. INTENTIONALLY LEFT BLANK

12. RE: RACIAL JUSTICE ADVOCATE

The parties are committed to promoting workplace diversity and inclusion, including but not limited to persons who identify as member/s of the Black, indigenous, or racialized community. The Union will identify an advocate to address issues facing the Black, indigenous, or racialized community.

The advocate will provide support for the employees at the workplace 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 advocate 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.

Signed this 15 day of July, 2025

FOR THE EMPLOYER

Rachael Wilkens

Rachael Wilkens, Administrator

Kim Ferron

Kim Ferron, Office Manager

FOR THE UNION

Terri Shearer

Terri Shearer, Chairperson

Barb Bryans

Barb Bryans, Committeeperson

Krystya Biggs

Krystya Biggs, Committeeperson

Ken Durocher

Ken Durocher, Local 2458 President

Denise Cochrane

Denise Cochrane, National Representative