



COLLECTIVE AGREEMENT

BETWEEN

**OMNI QUALITY LIVING (LAMBTON) LIMITED
PARTNERSHIP (BEAR CREEK TERRACE)**

AND

UNIFOR LOCAL 2458

JANUARY 6, 2025—JANUARY 5, 2027

TABLE OF CONTENTS

ARTICLE 1—PURPOSE	4
ARTICLE 2—SCOPE AND RECOGNITION	4
ARTICLE 3—MANAGEMENT RIGHTS	4
ARTICLE 4—DEFINITIONS	5
ARTICLE 5—UNION SECURITY	6
ARTICLE 6—NO DISCRIMINATION.....	6
ARTICLE 7—NO STRIKES OR LOCKOUTS	8
ARTICLE 8—UNION REPRESENTATION AND COMMITTEES	9
ARTICLE 9— GRIEVANCE PROCEDURE.....	10
ARTICLE 10—ARBITRATION PROCEDURE.....	13
ARTICLE 11—SENIORITY/INCLUDING PROBATIONARY PERIOD.....	14
ARTICLE 12—LAYOFF AND RECALL	17
ARTICLE 13—JOB POSTING	20
ARTICLE 14—WORK OF THE BARGAINING UNIT.....	21
ARTICLE 15—LEAVES OF ABSENCE.....	21
ARTICLE 16—HOURS OF WORK	27
ARTICLE 17—PREMIUM PAYMENTS	31
ARTICLE 18—ALLOWANCES.....	32
ARTICLE 19—PAID HOLIDAYS	32
ARTICLE 20—VACATIONS	34
ARTICLE 21—HEALTH AND INSURANCE BENEFITS	36
ARTICLE 22—PRORATION FORMULA.....	42
ARTICLE 23—PENSION	43
ARTICLE 24—HEALTH AND SAFETY	45

ARTICLE 25—INJURY AND DISABILITY	48
ARTICLE 26—COMPENSATION.....	49
ARTICLE 27—PAY DAYS.....	51
ARTICLE 28—PERSONNEL FILES.....	52
ARTICLE 29—INFLUENZA VACCINATIONS.....	53
ARTICLE 30—OUTBREAKS	54
ARTICLE 31—WORKLOAD REVIEW.....	55
ARTICLE 32—TECHNOLOGICAL CHANGE.....	55
ARTICLE 33—BULLETIN BOARDS	55
ARTICLE 34—INTERPRETATION	55
ARTICLE 35—PRINTING	55
ARTICLE 36—TERM	55
SCHEDULE A—WAGE GRID.....	57
LETTERS OF UNDERSTANDING.....	60
1) WOMEN'S ADVOCATE	60
2) RACIAL JUSTICE ADVOCATE.....	60
3) VIOLENCE OR ABUSE AGAINST WOMEN	60
4) ABUSE AND/OR THREATENING BEHAVIOUR.....	60
5) WORKING SHORT	61
6) INVESTIGATION OF ALLEGED ABUSE WHERE AN EMPLOYEE IS SENT HOME PENDING INVESTIGATION	62
7) PAY EQUITY	62
8) SENIORITY LISTS	62
9) GRAND PARENTED EMPLOYEES	62
10) RECOGNITION OF PREVIOUS EXPERIENCE – NEWLY HIRED RPNS ONLY.....	63

ARTICLE 1—PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees concerned, and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions for all employees in the bargaining unit.

ARTICLE 2—SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for:
- (1) all employees of OMNI Healthcare (Lambton) Limited Partnership Bear Creek Terrace at Petrolia save and except, registered/graduate nurses employed in a nursing capacity, charge nurses, persons above the rank of charge nurse, activities director, head cook, housekeeping supervisor, supervisors, persons above the rank of supervisors, office staff and students;
 - and
 - (2) all employees of the Retirement Home save and except the Retirement Home Coordinator, supervisors, persons above the rank of supervisors, office staff and students.
- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this Agreement and agrees that it will not enter into any other agreement or contract with bargaining unit members, either individually or collectively, which will conflict with any of the provisions 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 in the facility.
 - (b) Maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
 - (c) Hire, discharge, direct, classify, transfer, promote, demote, layoff, suspend and otherwise discipline employees for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or

disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.

- (d) Establish and generally enforce reasonable rules and regulations to be observed by employees provided that they do not conflict with any of the provisions of this Agreement.
- (e) Generally, to plan, direct and control the work of the employees and the operation of the Nursing Home/Retirement Home. This shall include the right to increase or reduce personnel in any given area or on the whole, so long as the minimum standards set forth under the Nursing Home Act are complied with.
- (f) To determine and establish standards, policies and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home/Retirement Home.

ARTICLE 4—DEFINITIONS

4.01 The term “full-time employee”, when used in reference to persons covered by this Agreement, shall mean an employee who is regularly scheduled to work more than forty-five (45) hours in a bi-weekly pay period, exclusive of overtime or call-in work.

The term “part-time employee”, when used in reference to persons covered by this Agreement, shall mean an employee who is regularly scheduled to work forty-five (45) hours or less in a bi-weekly pay period, exclusive of overtime or call-in work.

4.02 Casual employees are those who are assigned to work on an intermittent and/or unpredictable basis, or with no pre-scheduled shift except during the vacation period and when other employees are not available. They will receive all legally required statutory benefits (such as WSIB and ESA). They are ineligible for all other benefit programs. It is the Employer's expectation that casual employees will work on an unpredictable, sporadic and call-in basis. All casual employees are required to be available to relieve full-time and part-time employees when necessary. A casual employee will provide the Scheduler with their availability on a monthly basis to assist with filling vacancies.

Casual employees shall be required to be available one (1) of the following: Christmas Eve and Christmas Day, or New Year's Eve and New Year's Day. Casual employees must be available for three (3) shifts per month, one (1) of which must be on a weekend (Saturday or Sunday).

ARTICLE 5—UNION SECURITY

5.01 All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union at the following address:

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

5.02 The Employer shall, when remitting such dues, supply the Union with the names, current addresses, classifications, new hires, employees who have been terminated or 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 and other relevant information of the employees.

5.03 Deductions commence upon hire and dues shall be forwarded to the Union Office on or before the last day of the month, following the month the deductions are made.

5.04 T-4 slips issued annually to employees shall show deductions made for Union dues.

5.05 The Union and its members shall hold the Employer harmless with respect to any liability, which the Employer might incur as a result of deductions and remittances.

5.06 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee of the bargaining unit once during the first thirty (30) days of employment for the purposes of informing such employees of the existence of the Union in the Long-Term Care/Retirement Home. Such interview will take place during working hours without loss of pay. Whenever possible, such interviews may be permitted during the employee's orientation. The Employer shall advise the Union monthly as to the names of the persons to be interviewed, the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

ARTICLE 6—NO DISCRIMINATION

6.01 No Discrimination/Harassment

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 by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, nor by reason of Union membership or activity.

The Employer and 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.

6.02

No Harassment/Bullying

- (a) The Employer and Unifor are committed to providing a positive environment for staff. 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/bullying.
- (b) Harassment/bullying is restricted to any grounds prohibited by the Ontario *Human Rights Code*.
- (c) Harassment/bullying is defined as a course of unwelcome comment or conduct that is known or ought reasonably to be known to be vexatious. Every person who is a staff member has the right to freedom from harassment/bullying in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, disability or sexual orientation.
- (d) The following examples could be considered as harassment/bullying but are not meant to cover all potential incidents:
 - name calling
 - racial slurs or joke
 - mimicking a person's accent or mannerisms
 - offensive posters or pictures on paper
 - repeated sexual remarks
 - physical contact that could be perceived as degrading
 - sexual flirtation, advances, propositions
 - leering
 - comments about a person's sex life
 - innuendo, gestures or taunting

- talking about a person's body, disability, attire or sex
 - any form of violent behaviour
- (e) Harassment/bullying is defined as deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably be known to be unwelcome by the recipient and which serve no legitimate workplace purpose. For clarity, harassment/bullying does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (f) In support of providing and maintaining an environment free of harassment/bullying, the Employer and Unifor will ensure that all staff members, volunteers and persons with practicing privileges in the facility are informed that harassment/bullying, including sexual harassment, in the workplace, is an offence under the law.

6.03

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 workplace while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a committee person is not present, the Union Committee person will be advised not later than the next business day.

All investigations will be completed as quickly as possible. When an investigation exceeds ten (10) days, an explanation of the delay will be provided to the Unit 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 7—NO STRIKES OR LOCKOUTS

- 7.01 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 Ontario *Labour Relations Act*, as amended.

ARTICLE 8—UNION REPRESENTATION AND COMMITTEES

- 8.01 The Union shall elect or otherwise select up to four (4) members of the bargaining unit, who shall function as the Union Committee. One (1) 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.
- 8.02 The Union Chairperson will be assigned to the day shift unless mutually agreed otherwise by the parties. If the Chairperson is not working on the day shift, they will exchange their shift with the least senior employee on the day shift in their classification. At the end of their tenure as Union Chairperson, the employee will revert back to their original shift, or the position of their last successful posting.
- 8.03 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.
- 8.04 The Union Chairperson and two (2) other Committee persons 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) 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.
- 8.05 The Union Chairperson and one (1) other member of the Union Committee shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity cover meetings with a Grievance Settlement Officer appointed under the *Labour Relations Act*, with representatives of the Employer, whether on or outside the Employer's premises, for which permission has been granted.
- 8.06 The Union recognizes that members of the Union Committee and Stewards have regular duties to perform on behalf of the Employer and such persons will not leave their duties without first obtaining permission from their immediate Supervisor. Such permission will not be unreasonably withheld and on completion of such union business, such persons shall report back to that Supervisor.
- 8.07 Members of the Negotiating Committee will be composed of the three (3) members of the Union Committee and shall receive their pay for all regularly scheduled working hours lost due to attendance at negotiating meetings

with representatives of the Employer, including meetings called by a Conciliation Officer appointed by the Ministry of Labour.

Committee members scheduled to work on the afternoon or night shift will have their schedule amended to be treated as the day shift worked for all such negotiation dates.

- 8.08 The Employer shall make available to the Union job descriptions of all positions in the bargaining unit on request.
- 8.09 Copies of all rules and regulations adopted by the Employer which affect the members of the Union are to be forwarded to the Union Chairperson prior to posting on all Bulletin Boards.

ARTICLE 9— GRIEVANCE PROCEDURE

9.01 Complaints and Grievances

- (a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.
- (b) All complaints and grievances shall be taken up in the following manner:

Complaint

An employee having a question or complaint shall refer it to their immediate Supervisor within eight (8) days of the actual occurrence leading to the question or complaint. The Supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) days from date of submission.

Step One

Failing a satisfactory settlement to the complaint, the aggrieved employee, accompanied by a union committee person, may present their written grievance to the Administrator or their designate within five (5) days following the response from the immediate Supervisor. The grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance. The grievance should also contain a statement of the clause or clauses of this Agreement said to be violated.

Within five (5) days of receipt of the written grievance, the Administrator or their designate will arrange a meeting for the purpose of reviewing the grievance. The Administrator or their

designate, the employee, and the employee's Union Committee person will attend this meeting. The decision of the Administrator will be made known in writing within five (5) days from which the aforementioned meeting was held.

Step Two

If the response is not satisfactory to the Union Committee, the parties shall arrange a meeting within five (5) 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) 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) 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.

At such meeting, the employee may have their Committee person present, and a Unifor Union Representative or National Representative of the Union may also be present at the request of either the employee or the Employer.

In determining the time within which any action is to be taken or completed under the terms of Article 9, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

Any of the time allowances above may be extended by mutual agreement of the parties.

9.02 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) 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.

9.03 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step Number 1 of the grievance procedure, by forwarding a written statement of said grievance to the Unifor National Service Representative, providing it is presented within

ten (10) days after the circumstances giving rise to the grievance have originated or occurred. The Unifor National Service Representative shall give their decision in writing within five (5) days after receiving the written grievance and failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step Number 2 of the grievance procedure.

9.04 Group/Policy Grievances

A policy grievance or a grievance where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving. Such grievances shall be filed in writing at Step 1 within ten (10) 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.

9.05 Grievance Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to an Arbitrator.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.

- (h) If no settlement is reached within five (5) working days following Grievance Mediation, the parties are free to submit the matter to arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties. Nothing said or done by the Mediator may be referred to arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.
- (j) The Employer shall pay Union representatives their respective wages for all time lost from regularly scheduled hours while engaged in the mediation process.

ARTICLE 10—ARBITRATION PROCEDURE

- 10.01 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 as to 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 as to 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.
- 10.02 The cost of the Arbitrator shall be shared equally by the Employer and the Union.
- 10.03 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.
- 10.04 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.
- 10.05 Time limits fixed in the Arbitration Procedure may be extended only by mutual consent of the parties.

ARTICLE 11—SENIORITY/INCLUDING PROBATIONARY PERIOD

11.01 (a) Seniority is the ranking of employees in accordance with the number of hours worked by the employee.

(b) One year shall equal 1900 hours for all employees.

11.02 New employees of the Employer shall be considered on probation until after they have completed four hundred and fifty (450) hours worked or twelve (12) months, whichever occurs first. Hours must be worked in order to pass probation. The discharge of a probationary employee shall be at the discretion of the Employer, provided it is done in a good faith, non-discriminatory, and non-arbitrary manner.

Orientation

When new employees are hired, they shall receive orientation time in accordance with the following schedule:

Registered Practical Nurse	Maximum of 5 shifts
PSW	Maximum of 5 shifts
Laundry or Housekeeping Aide	Maximum of 2 shifts
Cook	Maximum of 2 shifts
Secondary Cook or Dietary Aide	Maximum of 2 shifts or each shift hired for

During orientation the new employee shall be considered as an “extra” on the shift.

Orientation time shall be served on the shifts the employee is to work. Current employees shall receive one (1) day of orientation when they commence work in a new classification.

11.03 Employees who successfully complete the probationary period shall have their probationary hours credited to their seniority upon successful completion of their probationary period.

The discharge of a probationary employee shall be at the discretion of the Employer, provided it is done in good faith, non-discriminatory, and non-arbitrary manner.

11.04 Seniority List

A seniority list will be supplied to the Union and posted on a bulletin board in January and July of each year of this Agreement. If there are no written complaints concerning the seniority list in the thirty (30) calendar days following the posting, the list shall be deemed accurate.

11.05

Loss of Seniority

- (a) An employee shall lose all seniority and their employment shall be deemed to be terminated if they:
 - i. voluntarily resign, retire or are discharged for just cause and are not subsequently reinstated through the grievance procedure; or
 - ii. are 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
 - iii. are absent from work without a reasonable explanation for three (3) or more consecutive days for which they are scheduled to work; or
 - iv. are absent from work for more than thirty-six (36) months by reason of layoff; or
 - v. are 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
 - vi. fail 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
 - vii. an employee uses a leave of absence for other than it was intended.
- (b) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (c) An employee who has been granted a leave of absence of any kind and who overstates their leave, unless they obtain permission or provide a satisfactory explanation, shall be considered to have terminated their employment without notice.

- (d) The Union and the Employer agree to abide by the *Human Rights Code*.
- (e) The Employer will notify the employee when their benefits will cease.
- (f) An employee may accept a supervisory position outside of the bargaining unit for a period of up to eighteen (18) months. The Union will be notified in writing when the leave will commence and end. 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.

11.06 Effect of Absence

Where they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to the length of employment subject to the following conditions:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) calendar days other than an absence under the pregnancy/parental provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended for the period that exceeds thirty (30) days; the benefits concerned appropriately reduced on a pro-rata basis, and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence. An employee on pregnancy/parental leave continues to be responsible for full payment of subsidized employee benefits in which they are participating for the period of the approved leave. During such leave exceeding thirty (30) calendar days, previous accumulated service will be preserved.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence that exceeds thirty (30) days. Notwithstanding this provision, seniority shall accrue during pregnancy/parental leave and if an employee's absence is due to an injury within the Nursing Home resulting in Workers' Safety and Insurance benefits.

- (d) Where an employee is laid off for not more than thirty (30) continuous days, such layoff shall be treated for purposes of this section as an unpaid leave of absence and full coverage for all employee benefit plans will continue for the period not exceeding thirty (30) days.

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

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.

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 The Employer will meet with the Union to review the reasons and expected duration of the layoff, any realignment of service or staff, and its effects on employees in the bargaining unit.

12.05 Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

12.06 Layoff Notice

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.

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

- if their service is greater than 9 years - 9 weeks' notice
- if their service is greater than 10 years - 10 weeks' notice

- if their service is greater than 11 years - 11 weeks' notice
- if their service is greater than 12 years - 12 weeks' notice

12.07

Lay-Off Procedure

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 Executive Director 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.

12.08

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

12.09

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 [2nd] 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.

12.10 Benefits on Lay-Off

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 of up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

12.11 Severance pay will be in accordance with the provisions of the *Employment Standards Act*.

ARTICLE 13—JOB POSTING

13.01 Job Posting

When a vacancy occurs in any position coming within the scope of this Agreement, (unless the Employer notifies the Union in writing that it intends to post pone or not fill a vacancy) such vacancy shall be posted for seven (7) days. In the event that a decrease in the Home's CMI or bed occupancy occurs that may result in layoffs coincides with a vacancy, the parties will meet and discuss alternate solutions.

The successful job posting applicant will be advised if the posted vacancy resulted from an employee termination and whether the terminated employee is grieving the termination.

13.02 Both full-time and part-time employees shall have the right to bid during such seven (7) day period on any such vacancy or new job created. When filling a vacancy, the Employer shall consider the seniority provided that the employee concerned has the necessary skill, ability and qualifications required to perform the work required.

13.03 The Employer agrees to provide the Union Chairperson with a copy of each job posting. The Union Chairperson will be advised of the names of the job applicants upon request.

13.04 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.

13.05 If no applications are received by the seventh (7th) day following the posting date, the Employer will start proceedings to secure permanent applications for the vacancy from outside labour sources.

13.06 Posted vacancies arising from the filling of an initial vacancy shall remain posted for a period of seven (7) calendar days.

13.07 All internal applications must be in writing using the Employer forms for job posting.

13.08 (a) In the event the successful applicant within thirty (30) calendar days of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, proves unsatisfactory or requests a return to their former position, they shall be returned to their former position without loss of seniority. Any employee affected by the return of a successful candidate to their former position shall in turn be returned to their former position forthwith.

(b) Employees who wish to return to their former position during a trial period, must set out their request in writing to the Employer no less than seven (7)

days prior to the expiration of the trial period. 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 no less than seven (7) days prior to the expiration of the trial period.

- (c) When the successful applicant leaves the posted position within the trial period, the position will be reposted utilizing the process above.

13.09 Temporary Vacancies

- (a) The Employer agrees to post Temporary Vacancies expected to exceed six (6) calendar weeks duration or longer. Both Full-Time and Part-Time employees may apply, and the temporary vacancy as posted will be filled on the basis of seniority. When an employee has bid on, and been awarded a temporary vacancy, they cannot apply for any further temporary vacancies for a period of six (6) months, unless such temporary job posting has greater scheduled hours and/or a greater period of time. The Employer will post all initial and one subsequent temporary job vacancies. Any remaining positions following the secondary temporary job posting shall be filled by seniority of the initial applicants.
- (b) An employee filling a temporary vacancy of less than six (6) months' duration shall not bid on any other temporary posting until the end of the temporary posting, unless an opportunity arises which allows an employee to bid on a temporary posting that provides a greater number of hours.

13.10 Applying for Job Postings/Temporary Vacancies

Employees who are on vacation or a leave of absence not exceeding forty-five (45) calendar days, may indicate in advance, in writing to the Employer, their desire to apply to any postings which may occur during their absence. In such a case the Employer may fill the vacancy temporarily, pending the selection of a successful candidate.

ARTICLE 14—WORK OF THE BARGAINING UNIT

14.01 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 15—LEAVES OF ABSENCE

- 15.01 (a) The Executive Director may grant or refuse a request for a leave of absence without pay, provided that they receive at least four (4) weeks' notice in writing, unless impossible, and that such leave may be arranged without

undue inconvenience to the normal operations of the Long-Term Care Home.

Applicants when applying must indicate the date of departure and specify the date of return. The employee shall provide the Employer with the reason(s) for requesting the leave of absence if asked to do so.

- (b) If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union. Such leave will not be arbitrarily denied.
- (c) To qualify for leaves of absence as stipulated above, the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.
- (d) In cases where the leave of absence is longer than six (6) months, the employee shall give the Employer two (2) weeks' notice prior to the date of return.
- (e) Employees who are granted a leave of absence under this provision must use any remaining vacation time and lieu days prior to moving to unpaid leave time.

Full-Time Union Leave

- i. An employee who is elected or appointed to office with the Unifor, shall upon application by the Union in writing, be granted a leave of absence without loss of seniority and benefits for up to three (3) years.
- ii. During such leaves of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Home's contribution to said benefits. During such leave, the Union shall be responsible for providing WSIB coverage. The employee agrees to notify the Home of the employee's intention to return to work within eight (8) weeks following the termination of office for which the leave was granted.
- iii. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required, or may be transferred to the employee's previous position if the substitution was a transfer. An employee on leave of absence under this provision shall continue to accumulate all rights and privileges under this Agreement.
- iv. It is understood that the intent of this Article is that it shall apply to only one (1) employee at a time per circumstance as noted above,

and that the Union shall provide adequate notice prior to an employee commencing Union Leave of Absence.

- v. In addition, it is understood that any employee so elected or appointed is required to maintain their competence in the event that they are to return to the workplace.

15.02 Pregnancy and Parental Leave

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

15.03 Pregnancy Leave

- (a)
 - i. An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy Leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.
 - ii. The employee shall give the Employer 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. An estimated return date must also be provided, with no less than two (2) weeks' notice to the Employer of the return to work date.
- (b) The employee must have started employment with the Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under Article 15.11, Parental Leave.

- 15.04 An employee who does not apply for leave of absence under Article 15.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 (a) 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.

- 15.05 During the period of pregnancy leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.
- 15.06 (a) 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 normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift, if designated.
- (b) All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 15.07 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 resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.
- 15.08 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 15.09 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.
- 15.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.11 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that they intend to take parental leave.
- 15.11 Parental Leave
- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the

birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- (b) A “parent” includes: the natural mother or father of the child, a person with whom a child is placed for adoption, and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or 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 and shall, in all cases, be completed sixty-one (61) weeks after it began, or sixty-three (63) weeks for those who do not take pregnancy leave.
- (d)
 - i. The employee shall give the Employer two (2) weeks’ written notice of the date the leave is to begin.
 - ii. An employee may end their parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.
- (e) For the purposes of parental leave under Article 15.11, the provisions under 15.03, 15.06, 15.07, 15.08, and 15.09 shall also apply.

15.12 Bereavement Leave

- (a) Upon the death of an employee’s spouse (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) shifts without loss of pay, ending with either the day after the funeral, or the day after the equivalent service. “Common law spouse” shall be defined as a person with whom the employee has been living in a conjugal relationship with for at least twelve (12) consecutive months, including a same sex relationship.
- (b) Upon the death of an employee’s mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) shifts without loss of pay, ending with either the day after the funeral, or the day after the equivalent service.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee’s scheduled working days. If the funeral is not attended, the paid leave

shall be limited to two (2) days ending with either the day after the funeral, or the day after the equivalent service.

- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of their aunt or uncle, niece or nephew.
- (e) When an employee is eligible for Bereavement Leave while on vacation or a holiday, they shall be paid for Bereavement Leave in line with the above provisions and their vacation or holiday extended accordingly and/or rescheduled at a later date. The decision to extend or reschedule the vacation or holiday shall be up to the employee.

NOTE: It is understood that if an employee is on sick leave and attends the funeral, that the bereavement leave will not be charged against sick leave accumulated.

- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- (g) 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, equivalent service or for other protected grounds under the Ontario *Human Rights Code*.
- (h) It is understood that attending a service or a celebration of life online is recognized as, or equivalent to, attending a service or celebration of life in person. Employees may be required to provide the necessary information to support this type of service.

15.13 Jury and Witness Duty

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 coroner's inquest in connection with a case arising from the employee's duties at the Long-Term Care/Retirement Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) Notifies the Long-Term Care/Retirement Home immediately on the employee's notification that they will be required to attend at court;
- (b) Presents proof of service requiring the employee's attendance; and
- (c) Deposits with the Long-Term Care/Retirement Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

15.14 Education Leave

- (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.
- (b) Where employees are required by the Employer or legislated by the Provincial Government to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full tuition costs associated with the courses.
- (c)
 - i. The Executive Director may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) months' notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing/Retirement Home. Applicants, when applying, must indicate the date of departure and specific date of return.
 - ii. If such leave is granted, the employee's position will be posted as a temporary posting and the employee will be allowed to return to the posting for the summer break period.

15.15 Family Medical Leave, Family Caregiver Leave, Critical Illness Leave

- (a) An employee is entitled to Family Medical Leave, Family Caregiver Leave or Critical Illness Leave in accordance with the provisions of the *Employment Standards Act*.
- (b) An employee who is on Family Medical Leave, Family Caregiver Leave or Critical Illness 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.
- (c) Subject to any changes in an employee's status which would have occurred had they not been on Family Medical Leave, Family Caregiver Leave or Critical Illness Leave, the employee shall be reinstated to their former position.

ARTICLE 16—HOURS OF WORK

- 16.01 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.

- (a) The regular work shift for full-time employees shall normally be seven and one-half (7 ½) working hours per day exclusive of unpaid meal periods. The seven and one-half (7 ½) working hours per day will be worked within an eight (8) hour period. The Employer agrees that there shall be no split shifts.

It is understood that there are shifts of less than seven and one-half (7 ½) working hours for some employees. Further, there are shifts of greater than seven and one-half working hours for some employees.

The half (1/2) hour unpaid meal period shall be scheduled near the middle of the shift. Employees who are unable to commence their meal period at the scheduled time because of work commitments shall still be entitled to take the full half (1/2) hour meal period.

On all shifts, meal breaks will be uninterrupted except in the event of an emergency.

- (b) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for hours worked at straight time.

16.02 Work Schedule

- (a) Work schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Executive Director or designate one (1) week in advance of posting.
- (b) The Employer will arrange shifts such that there will be a minimum of sixteen (16) hours between shifts in the nursing department and a minimum of eight and one-half (8 ½) hours between shifts in other departments.
- (c) In the event employees of their own accord, and for their own personal convenience arrange to change shifts, the Employer will not be responsible for overtime premiums, and the employees may not make such an arrangement that would otherwise attract overtime premium; the conditions in Article 16.05 shall apply in all respects.
- (d) No employee shall be scheduled to work more than five (5) consecutive days without being given a day off work, provided however that the overtime rate of one and one-half (1½) times the employee's applicable hourly rate shall be paid for any days worked over five (5) consecutive days, except in the case of an exchange of shifts between employees.

- (e) The Employer will schedule full-time employees every other weekend off. The Employer will endeavour to schedule part-time employees every other weekend off but no more than two (2) weekends in every three (3).
- (f)
 - i. Where the Employer intends to change the Master Schedule, such change will be brought to the Union's attention and upon request, the parties can meet to discuss prior to implementing the change.
 - ii. These scheduling provisions do not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at their own discretion.
- (g) No changes shall be made to the schedule of employees once it is posted, unless the employee(s) agree.
- (h) Shifts - A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall, regardless of what calendar day the shift commences. For individual employees, exceptions may be made by mutual agreement between the parties.
- (i) Full-Time shall be allowed to declare themselves unavailable (x-days) up to two (2) days per schedule excluding their regular scheduled block and weekends. Part-Time shall be allowed to declare themselves unavailable (x-days) up to four (4) days per schedule excluding their regular scheduled block and weekends.

16.03 Lunch or Meal Periods

- (a) Any shift of five (5) hours or more will include a one-half (1/2) hour meal break.
- (b) Lunch or meal periods will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided.

16.04 Relief Periods

Employees will be allowed breaks without reduction in pay and without increasing the regular working hours as follows:

Shift Length	Breaks
Up to, and including four (4) hours	One (1) - fifteen (15) minute break
More than four (4) hours	Two (2) - fifteen (15) minute breaks

16.05 Shift Exchanges and Giveaways

Any request for an exchange in shifts shall require a written form to be completed and submitted to the employee's Supervisor or designate for

written authorization, subject to operational requirements. Such forms shall be submitted at least forty-eight (48) hours (excluding weekends and holidays) in advance. Weekend and holiday requests must be submitted by 1:00 P.M. on the Tuesday prior. All exchanges must be approved before any other subsequent exchanges involving the same employees will be considered and it is the employees' responsibility to ensure approval for shift exchanges prior to working the alternate shifts requested.

Employees may request shift giveaways on a form provided by the Employer (or electronically through SSC). It is understood that the employee will find a replacement for their shift, and will not result in overtime payment. The request form will be signed by both employees.

Such requests will be granted on a first come, first serve basis and will not be unreasonably denied. Requests received on the same day will be granted in order of seniority.

16.06 Call-Ins

Call-ins will be offered by seniority to the part-time employees in the classification not scheduled seventy-five (75) hours in the pay period. If there are no part-time employees available the call-in will be offered by seniority to casual employees not scheduled seventy-five (75) hours in the pay period.

If the call-in is being offered at overtime, then the first opportunity goes to full-time and part-time by seniority scheduled seventy-five (75) hours in the pay period and not on shift, second opportunity is an extension of shift by seniority.

If an employee is called in to replace an employee who did not report for work, they shall be paid for the entire shift even if they cannot report at the proper starting time due to late notification, provided they were not called in to relieve someone and they report within (1) hour after being called.

16.07 Emergency Call-Ins

When an employee is "called in" for an emergency, they shall receive a minimum of four (4) hours pay at the appropriate rate.

16.08 Call-Back

(a) When an employee is called back to work after leaving the Long-Term Care/Retirement Home premises upon completion of their shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1 ½) their regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

- (b) Where a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a call back premium but in no case shall the employee collect two (2) call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.

ARTICLE 17—PREMIUM PAYMENTS

17.01 Overtime

The Employer shall pay time and one-half (1½) the normal rate of pay for all work in excess of seventy-five (75) hours in any pay period.

The Employer agrees that overtime will be evenly distributed on a rotational basis among employees where overtime is available. In choosing from among employees having an equal amount of recorded overtime, then those employees with the greatest seniority willing and able to satisfactorily perform the work shall be given the overtime.

Employees shall not be required to take time off during regular hours in lieu of overtime worked unless such is mutually agreeable to the Employer and the employee concerned. Subject to the staffing requirements of the home, in the event the employee selects time off in lieu of overtime worked, they shall receive time and one-half off. Time off must be taken at mutual convenience.

If an employee is required to work four (4) hours or more of overtime at the end of their shift, one (1) free meal will be supplied during such shift, in addition to overtime rates paid.

Charge nurse time outside the regular work hours resulting from giving or receiving report shall not be considered as hours worked or paid.

17.02 Shift Premium

(a) Afternoon/Evening Premium

Effective May 22, 2026 (date of award), all employees shall receive an afternoon/evening shift premium of fifteen cents (\$0.15) per hour for all hours worked between 1400 and 2200 hours.

(b) Night Premium

Effective May 22, 2026 (date of award) all employees shall receive a night shift premium of fifteen cents (\$0.15) per hour for all hours worked between 2200 and 0600 hours.

The afternoon/evening and night shift premium shall be paid on Monday to Friday.

- 17.03 Weekend Premium
Effective May 22, 2026 (date of award), employees who work hours in the forty-eight (48) hour period commencing at the end of the Friday Evening Shift and ending at the end of the Sunday Evening Shift shall receive a shift premium of fifteen cents (\$0.15) for each hour worked in that period.
- 17.04 Minimum Reporting Allowance
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 a minimum of four (4) hours' pay at the employee's regular rate.

ARTICLE 18—ALLOWANCES

- 18.01 Kitchen staff who are required to wear aprons in their work shall be provided with the same free of charge.
- 18.02 Employees shall dress in accordance with the Employer's uniform policies. Employees who do not adhere to the rules regarding uniforms will be sent home without pay.
- 18.03 The Employer shall pay a uniform allowance of seven cents (\$0.07) per hour worked to all employees. This allowance will be paid in a lump sum by February 1st of each year. Every employee who has passed probation receives one new uniform each year.
- 18.04 Responsibility Pay
When the Employer temporarily assigns an employee to carry out the responsibility of a salaried employee for a period in excess of one shift, the employee shall receive \$3.00 per shift.
- 18.05 Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of half (½) shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

ARTICLE 19—PAID HOLIDAYS

- 19.01 (a) All employees will be eligible for the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
Civic Holiday	Two (2) Float Days

- (b) All employees will receive pay for the above noted holidays in accordance with the pay mechanism set out in the *Employment Standards Act*.
- 19.02 (a) All employees will receive Statutory Holiday Pay under the averaging provisions of the *Employment Standards Act* whether she works on the paid holiday or not.
- (b) If an employee is assigned to work on a paid holiday, she shall be paid at the rate of one and one-half (1- 1/2) times her regular hourly rate of pay for each hour worked, in addition to any payment for the paid holiday she may be entitled to as outlined in (a) above.
 - (c) An employee who is assigned to work on a paid holiday and is eligible for payment for the holiday may choose to take a day off with pay in lieu of receiving payment for the paid holiday as outlined in (a) above at the time they work on it.
- 19.03 An employee shall not be paid any holiday pay unless they work on their last, full, scheduled shift prior to the holiday and on their first, full, scheduled shift following the holiday unless the employee is absent with permission from the Employer for all or part of the shift. If the employee cannot report due to illness, they shall be paid for the holiday provided they produce a doctor's certificate substantiating their illness. The doctor's certificate must be delivered to the Employer within at least two (2) calendar days prior to the employee's return to work.
- 19.04 If a paid holiday occurs during the vacation period of an employee, such employee, if entitled to pay for the holiday, shall receive an additional day's pay at straight time in lieu of the holiday or additional day off with pay if the employee so requests.
- 19.05 All employees shall receive a minimum of three (3) days off alternating at Christmas or New Year's based on what the employee worked in the previous year. In case of conflict, management shall assign those employees with the least seniority.
- 19.06 For the midnight shift, the holidays outlined in Article 20.01 shall be considered as that day on which the majority of hours are worked.
- 19.07 An employee who is scheduled to work on a holiday and who does not report for work shall forfeit their holiday.
- 19.08 Employees who are scheduled to go on a maternity leave from work shall be paid all their accumulated vacation pay to date on their second last payday before the leave commences provided such payment is requested

by the employee in writing to the Employer no less than three (3) weeks in advance.

19.09 Float Days

Employees will qualify for Float Days after they have passed probation.

The float days may be requested during the calendar year between January 2 and December 15. The employee must submit the request no later than two (2) weeks in advance of the posting of the schedule and the Employers response shall be in writing having due consideration for the efficient operations of the Employer. Once a float day is confirmed, it cannot be changed or carried forward. Such approval shall not be unreasonably denied.

19.10 It is understood that to accommodate this revised schedule, an employee's regular rotation may be waived during the period December 15th to January 15th. The Christmas/New Year's schedule will be posted no later than November 15th of each year.

19.11 An employee on WSIB absence will not be entitled to holiday pay during such absence.

ARTICLE 20—VACATIONS

20.01 Vacations shall be granted, and vacation pay shall be paid in accordance with the following schedule:

Period Worked			
Hired prior to March 7, 1996	Hired after March 7, 1996	Time Off	Vacation Pay
Less than 3 years	Less than 5,400 hours	2 weeks	4% of gross earnings for the vacation year
3 years but less than 5 years	5,400 hours but less than 9,000 hours	3 weeks	6% of gross earnings for the vacation year
5 years but less than 8 years	9,000 hours but less than 14,400 hours	4 weeks	6% of gross earnings for the vacation year
8 years but less than 15 years	14,400 hours but less than 27,000 hours	4 weeks	8% of gross earnings for the vacation year

Period Worked			
Hired prior to March 7, 1996	Hired after March 7, 1996	Time Off	Vacation Pay
15 years but less than 23 years	27,000 hours but less than 41,400 hours	5 weeks	10% of gross earnings for the vacation year
23 years and over	41,400 hours and over	6 weeks	12% of gross earnings for the vacation year

One (1) year shall equal 1800 hours worked for all employees hired after March 7, 1996.

- 20.02 The Employer will administer vacation time and pay on the basis that eligibility is determined by the years of service of the employee since the last date of hire, outlined in the Collective Agreement. One (1) year shall equal 1800 hours worked for all employees hired after March 7, 1996.
- 20.03 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 20.04 Vacation pay will be calculated at the appropriate percentage on the employee's gross earnings and will be paid to employees when taking vacation unless the employee provides written notification to the Employer at least two (2) weeks in advance of the scheduled vacation. Vacation time must be taken during the applicable vacation year and is not cumulative from year to year. Employees who elect to not receive vacation pay when they take vacation time can draw from their vacation bank to a maximum of two (2) times per year. Employees will be required to take a minimum of two (2) weeks of vacation per vacation year. Unused vacation pay will be paid to the employee following the vacation year.
- 20.05 Vacation calendars for the period of July 1 to June 30 shall be posted by March 1. Employees shall indicate their vacation preference by April 1. Vacation requests submitted by April 1 will be approved based on seniority and operational requirements. The Employer shall post vacation approvals by May 1. Vacation requests submitted after April 1 will be approved, based on operational requirements in the order in which they are received.
- 20.06 Once the final schedule shall be posted, no changes shall be allowed in the schedule except with the consent of the employees affected, the Stewards and the Employer.

- 20.07 Employees shall not be allowed vacation time during the period December 15 to January 15. However, the Employer shall grant vacation time during this period to a maximum of two (2) employees who have ten (10) years or more seniority, if they so request. In addition to these two (2) employees, one (1) more employee in another classification with ten (10) years or more seniority may be granted vacation if so requested. Requests pursuant to the forgoing shall be based on the efficient operation of the Employer; however, such requests shall not be unreasonably denied.
- 20.08 If an employee so requests, vacation time of one (1) week or more shall include at least one (1) full Saturday and Sunday (a full weekend) off. Employees making such a request must do so in writing prior to the preparation of the annual vacation schedule.
- *For greater clarity, a week of vacation or more does not have to start on a Monday.
- 20.09 Notwithstanding the above, vacation pay and entitlement for casual employees will be paid on a bi-weekly basis based on the grid above.

ARTICLE 21—HEALTH AND INSURANCE BENEFITS

- 21.01 The Employer agrees to contribute the following for all employees who have completed their probationary period:
- (a) All health and insurance benefits premium costs paid by the Employer shall prorate in accordance with the pro-rata formula as set out in Article 22. Subject to Article 22, the Employer agrees to pay the indicated percentages of the following items for regular employees who regularly work more than 66 hours bi-weekly (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans through payroll deductions.
- One hundred percent (100%) of the premium cost of a Group Insurance Weekly Indemnity and Drug/Extended Health Plan for all employees and their families covered by this Agreement.
- Each eligible employee will be given a "drug card". The card will stipulate the exclusions and pay a maximum of seven dollars and fifty cents (\$7.50) for each dispensing fee. There will be a deductible of four dollars (\$4.00) per prescription, not including any amount in excess of the seven dollars and fifty cents (\$7.50) dispensing maximum. Spouses of employees who are covered by their Employer's drug plan cannot utilize this card.

This Plan shall include Life Insurance at an amount equivalent to the previous year's income Life Insurance is available regardless of other Health coverage.

Employees must work and be paid for more than forty-five (45) hours bi-weekly to be eligible for Drug/Extended Health Plan.

Services of a licensed chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur if not a member of the College of Physicians & Surgeons - Fifty dollars (\$50)/visit to a max of twenty (20) visits per person/calendar year. Chiropractor payable only after proof of five (5) visits paid by employee.

- (b) Effective two full calendar months from the date of award (May 22, 2026): one hundred percent (100%) of the premium cost of a Vision Care Plan providing coverage for lenses and frames up to a total of three hundred and fifty dollars (\$350) per person in a two (2) year period for all employees covered by this Agreement and their family. This amount can be used toward the cost of one (1) eye exam every twenty-four (24) months.
- (c) Effective date of award (May 22, 2026) fifty percent (50%) of the premium cost of a basic Preventative Dental Plan providing single or family coverage at a one-year lag behind the O.D.A. fee schedule.
- (d) The following maximum benefits payable for Extended Health shall be \$1,500 single, \$3,000 family; for Dental benefits they shall be \$1,000.00 single, \$2,500.00 family.

21.02 The benefits herein provided are subject to the terms and conditions of the underlying legislation, policies or plans of insurance in force. Where there is a conflict between the terms and conditions of such legislation, policies or plans of insurance and the provisions of this Agreement, the terms and conditions of such legislation, policies or plans shall govern. The Employer shall supply each covered employee with a booklet describing the benefits provided.

21.03 (a) In the event an employee who participates in and is eligible for coverage under the insurances outlined in Article 21.01 is absent from work for reasons other than termination of employment, the Employer shall pay all the insurance premiums as per Article 11.03 and 11.09 (Shared Cost of Benefits) for a period including the month following the month in which the absence commenced.

- (b) Employees who are off work longer than the period of continued premium payments described in (a) above may, at their choice, continue coverage during their absence under all or a permissible part of the Employer's group

plans by paying the Employer the full monthly premium amount, including the Employer's share of premiums by a designate date. Failure on the part of the employee to make payment to the Employer by the designated date shall mean that coverage is terminated, and participation in and coverage by the group plan shall remain terminated until the employee returns to work.

21.04 Sick Days (Full-Time Only)
Effective on Confirmation by the HRDC.

Pay for sick leave is for the sole and only purpose of protecting full-time Employees against loss of income and will be granted to all full-time Employees on the following basis:

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Full-time employees who have completed the probationary period shall be credited with two (2) days of sick leave and shall then accumulate sick leave credits at the rate of seven and one-half (7.5) hours (1 credit) for each period of 162.5 hours paid, to a maximum of 37.5 hours (five (5) credits). Providing credits are available, Employees will be eligible to claim eighty-five percent (85%) of scheduled lost time due to illness for the first calendar week during any one illness.
- (c) The full-time employee shall apply for E.I. sick leave for weeks two (2) through sixteen (16) of any personal illness or injury. From the second week of E.I. the Employer will top-up these benefits to sixty-six and two thirds (66 2/3) percent of straight time wages. The Employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the Employee's EI benefit. In the event the Employee does not qualify for EI 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 two (2) through sixteen (16) of any personal illness or injury but shall not be eligible for benefits under (d) below.

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

- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time Employees for a weekly indemnity plan covering personal illness or injury for weeks 17 through 35 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.

21.05 Weekly indemnity plan for new full-time employees to be effective on completion of the probation period. For weekly indemnity the premium costs will pro-rated in accordance with the formula defined elsewhere in the Collective Agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity cheques shall be mailed directly to the employee's home.

- (a) Weekly Indemnity participation is voluntary for all full-time Employees.
- (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
- (c) A full-time employee who does not enroll at time of hire or within the eligibility period who has withdrawn, may enroll at the sign up opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.
- (d) Notwithstanding (iii) above;
 - i. A full-time employee who averages over sixty-six (66) hours paid every two (2) weeks in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,
 - ii. A full-time employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two (2) weeks, will be automatically enrolled within one (1) month of the successful posting,
 - iii. A full-time employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately prior, may enroll at the commencement of the next sign up period, without evidence of insurability.

21.06 Where a full-time employee's scheduled vacation is prevented due to a serious illness requiring the Employee to be an in-patient in a hospital which commenced before the vacation started, the period of such hospitalization shall be considered sick leave provided the Employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the Employee's vacation which is deemed to be sick leave under the above provision will not be counted against the Employee's vacation credits.

21.07 The Employer may request proof of disabling accident or sickness:

- For any absence in excess of two (2) days;
- For the fourth (4th) and succeeding illness in the sick leave year.

The Employer shall exercise discretion in making such requests.

21.08 Effective date of award (May 22, 2026) part-time employees who are post probation would accumulate sick time on the basis of 3.75 hours for every 162.5 hours worked to a maximum of 22.5 hours. Sick banks will carry over from year to year but shall not exceed 22.5 hours. Accumulated sick days will be paid at 85% of a regular straight time wage.

Implementation note: An employee who has already accessed any or all of their float days such days shall be reconciled so that no employee ends up with more paid days than what is contemplated in this agreement.

21.09 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least three (3) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1-1/2) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

21.10 Change of Carriers

- (a) The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article.
- (b) It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits conferred thereby are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the view of the Union. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

21.11 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 shall be referred to a single arbitrator 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 Arbitrators for this process shall be determined in accordance with the arbitration process in Article 10.
- (g) The Arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an Arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the Arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of

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

- 21.12 Once an employee reaches age seventy (70) and they continue to be employed the benefits contained herein shall cease and they shall receive twenty-five cents (\$0.25) in lieu of benefits.

ARTICLE 22—PRORATION FORMULA

Full-time and part-time employees (including those part-time employees who currently pay the same premium amount as a full-time employee) currently enrolled in the benefit plan shall have no change to their current premium amounts (notwithstanding the normal annual adjustments as prescribed by the provider). The following shall apply to any new employees joining the benefit plan:

- 22.01 The following provision shall apply to all employees in the bargaining unit who are scheduled to work less than seventy-five (75) hours bi-weekly:

Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a pro-rata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

The calculation or pro-ration percentage shall be determined by dividing the hours paid in the previous predetermined six-month period by 975 and then multiplying by 100.

(The predetermined six-month period shall coincide with the posting of the seniority list.)

Hours paid in calculating pro-ration formula will include W.S.I.B. and W.I. When an employee is on:

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

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

New Hires

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

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

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

ARTICLE 23—PENSION

Effective ninety (90) days from the date of Award (May 22, 2026).

23.01 The Nursing Homes and Related Industries Pension Plan

.01 “Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-Employer plan.

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

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

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

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

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

.03 The Employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute 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 then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

- .05 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 P-5 as amended, which the administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the 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 are:

- i. *To be Provided Once Only at Plan Commencement*
 - Date of Hire
 - Date of Birth
 - Date of first Remittance
 - Seniority List to include hours from date of hire to

Employer's fund entry date (for purposes of calculations past service credit).

- ii. *To be Provided with each Remittance*
 - Name
 - Social Insurance Number
 - Monthly remittance Pensionable Earnings
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii. *To be Provided Periodically*
 - Address as provided to the Home once when the Employee joins the plan, and annually for all Employees in October of every year Termination date when applicable
- iv. *To be Provided Once, if they are Readily Available*
 - Gender
 - Marital Status

.06 If there is an allegation of nonpayment of pension contributions, the Union will file a grievance.

.07 Where legislation or the Plan prohibits an Employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article xx will be paid to the employee.

ARTICLE 24—HEALTH AND SAFETY

- 24.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 24.02 A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, and an equal number of Employer representatives. Unifor will be entitled to two (2) representatives.
- 24.03 At no time shall the number of Company members be allowed to outnumber the amount of Union members.
- 24.04 Two (2) Co-Chairpersons shall be elected by and from the members of the Committee. One Co-Chair shall be a union member, and the other shall be an Employer member. The non-management members of the Committee will elect the Union Co-Chair.

- 24.05 The Committee shall operate in accordance with the *Occupational Health and Safety Act*, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the Committee may determine.
- 24.06 Without limiting the generality of the foregoing, the Committee shall:
- i. Ensure that inspections have been carried out at least once a month by the Co-Chairs or designate of the workplace and equipment.
 - ii. Make recommendations for the improvement of the health and safety of workers.
 - iii. Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
 - iv. Record the minutes of the meetings, which shall be signed by the Co-Chairs, distributed to the Committee members, and posted on the bulletin boards, with a copy to the Union.
 - v. Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (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 one (1) hour prior to the Committee as may be necessary for preparation.
- 24.07 In the event of a critical accident or injury (as defined in the OH&S Act), certified 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.
- 24.08 No employee shall operate any piece of equipment or perform duties until they have received orientation, education and/or instruction.
- 24.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.
- 24.10 The Union Co-Chairperson, or designate, shall be allowed to accompany a Ministry of Labour Inspector on an inspection tour of the workplace and speak confidentially with the Inspector.

- 24.11 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.
- 24.12 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.
- 24.13 (a) National Day of Mourning
Each year on April 28 at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.
- (b) The National Day of Remembrance and Action on Violence Against Women
Each year on December 6 at 11:00 a.m., one minute of silence will be observed in memory of the women killed in the Montreal massacre.
- 24.14 Protective Clothing and Equipment
The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the Committee recommends the wearing of such protective clothing and equipment, and the Employer implements such recommendation, employees are obligated to comply with such recommendation(s).
- 24.15 Lockout and Machine Guarding
The Employer shall ensure that all equipment is locked out and guarded. The Joint Occupational Health and Safety Committee shall make recommendations to and consult with the Employer in the development of lockout and test procedure and machinery guarding programs. All employees who may be at risk will receive training specific to their job.
- 24.16 Employment of Disabled Workers
The Employer and Union acknowledge their joint obligation 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.

24.17 Injured Workers Provisions

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at 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.

24.18 Mental Health

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

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

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

24.19 Pandemic Planning

When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing reasonably accessible personal protective equipment (PPE) that reduces risk and protects employees.

Employees will be fit tested on hire and every other year thereafter and at any other time as required by the Employer, the Government of Ontario or any other public health authority.

The Employer will maintain a pandemic plan, that will be shared annually with the JHSC for review and discussion.

ARTICLE 25—INJURY AND DISABILITY

25.01 Where an employee is absent due to illness or injury which is compensable by WSIB, the following shall apply:

- (a) 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 WSIB.
- (b) 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.

25.02 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.

25.03 If, on the recommendation of the WSIB 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 Long-Term Care Home/Retirement 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.

25.04 Workplace 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 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.

ARTICLE 26—COMPENSATION

26.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

26.02 All employees who are employed as of the date of award (May 22, 2026) or ratification will receive retroactivity on all hours paid. The Employer shall

pay any retroactive monies owing within three (3) full pay periods of ratification.

26.03 Permanent Transfers

- (a) If an employee is transferred or reclassified to a higher rated job group, they shall receive the rate immediately above the rate of their prior job in the salary range of the job to which they are transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.
- (b) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform their work as required, at the employee's request, or any other reasons as determined by the Employer acting within the scope of Article 3 (Management Rights), the employee will receive the corresponding rate for the job group to which they were transferred. Job seniority for pay purposes shall include seniority on the job they are being transferred from.
- (c) Subject to (a) and (b) above, a part-time employee, changing status to that of a full-time employee, shall retain their seniority and their classification seniority. Upon entering into a full-time status, they shall suffer no loss of basic wage rate, nor loss of any benefits in which the employee may be enrolled, and then will progress in seniority. The wage rate will increase in the same manner as other full-time employees covered by the Collective Agreement.

26.04 Temporary Transfers

- (a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the assignment.
- (b) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a lower paying position in the bargaining unit, they shall continue to be paid their current rate of pay corresponding to the position held immediately prior to such assignment from the commencement of the assignment and for the duration of such temporary assignment.

26.05 New Classification

- (a) 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) 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) days after the receipt of notice from the Home of such new occupational classification and rate. Any change 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) 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.

- (b) 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.
- (c) 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) 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.
- (d) 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.

26.06 Wage Progression

Subject to Article 11, employees within their position classification will progress through the increment structure on the basis of hours worked with the classification as per Schedule "A".

- 26.07 When an employee temporarily relieves in a higher paid classification, they shall receive the next higher rate of pay for the higher paid classification for all work performed in the higher paid classification.

ARTICLE 27—PAY DAYS

- 27.01 Wages, including overtime payments, shall be paid bi-weekly by direct deposit on Wednesday.
- 27.02 (a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the error comes to the Employer's attention. If the error results in an employee being underpaid by

one (1) day's pay or more, the Employer will provide payment by electronic funds for the shortfall within five (5) business days from the date it is notified of the error.

- (b) If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.
- (c) If the error is caused by the employee, then the error will be corrected on the next full pay period unless there is a reasonable explanation for the mistake.

27.03 (a) Upon termination or lay-off, the employee will be paid their final pay and their vacation pay on the regular pay day for that pay period within which they were terminated or were laid off.

- (b) Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

27.04 Digital Pay System

The Employer utilizes a digital pay system; an employee will have confidential internet access to their pay stub. Where the employee wishes to utilize this internet access at the workplace, the Employer shall provide, confidential digital access to their pay stub with the capability for the employee to print their pay stub and T-4 if they so desire, at no cost to the employee.

ARTICLE 28—PERSONNEL FILES

28.01 Letters of Reprimand

Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of the last formal discipline, except in the case of incidents involving third party interface, e.g. residents and family, where the record will remain on file for thirty-six (36) months from the date of discipline.

Suspension

Records of suspension are to be removed from an employee's personnel file after twenty-four (24) months from the date of the last formal discipline, except in the case of incidents involving third party interface, e.g. residents and family, where the record will remain on file for thirty-six (36) months from the date of discipline.

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

- 28.02 Having provided a written request to the Executive Director at least one (1) week in advance, an employee shall be entitled to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

Employee files cannot be removed from the Employer premises.

ARTICLE 29—INFLUENZA VACCINATIONS

- 29.01 The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a Home or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:
- (a) Employees shall, subject to the following, be required to be vaccinated for influenza or take anti-viral medication.
 - (b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine.
 - (c) If an employee refuses to take the vaccine required under this provision, they will be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
 - (d) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
 - (e) Notwithstanding the above, the Home may offer the vaccine on a voluntary basis to employees free of charge.
 - (f) This clause shall be interpreted in a manner consistent with the Ontario *Human Rights Code*.

ARTICLE 30—OUTBREAKS

- 30.01 In the event of an outbreak, 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.
- 30.02 (a) 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.
- (b) An employee who does not take the recommended course of treatment for verified medical 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 (c).
- (c) 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 20. The employee shall be required to contact the Executive Director of the Home, or 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.
- (d) Where it is permitted by the Medical Officer of Health, or designate, if an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (e) This clause shall be interpreted in a manner consistent with the Ontario *Human Rights Code*.
- 30.03 In the case of employees who work at more than one (1) health care Home, if an outbreak occurs in one (1) of the facilities, resulting in the Medical Officer of Health or a designate, limiting the employee to working at one (1) facility only, the Employer will attempt to offer the employee call-in hours, being respectful of the agreed to call-in procedures.

ARTICLE 31—WORKLOAD REVIEW

- 31.01 (a) In the event that an employee or group of employees are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their Supervisor.
- (b) In the event that a workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns to the Joint Health and Safety Committee.

ARTICLE 32—TECHNOLOGICAL CHANGE

- 32.01 The Employer agrees to notify the Union in advance of any technological changes which the Employer has decided to introduce which will change the status of employees within the bargaining unit. The Employer also agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.

ARTICLE 33—BULLETIN BOARDS

- 33.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

All communications posted on the bulletin board will be respectful and professional.

ARTICLE 34—INTERPRETATION

- 34.01 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

ARTICLE 35—PRINTING

- 35.01 The Employer and the Union will share equally in any cost of printing the Collective Agreement.

ARTICLE 36—TERM

- 36.01 This Agreement shall be effective January 6, 2025 to January 5, 2027 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

- 36.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- 36.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the *Ontario Labour Relations Act*, as amended, and the *Hospital Labour Disputes Arbitration Act*, as amended, whichever should first occur.

Signed this 30th day of September 2026

FOR THE EMPLOYER

N. Vijayakanthan

FOR THE UNION

Shannon Doyle

Erika Orvis

Jennifer Kennedy

Lisa Tucker

SCHEDULE A—WAGE GRID

Classification		January 6, 2025	January 6, 2026 3%
Nursing Home: RPN	Start	\$29.50	\$30.39
	End Probation	\$29.50	\$30.39
	1 year	\$30.90	\$31.83
	2 year	\$32.30	\$33.27
	3 year	\$33.68	\$34.69
Nursing Home: PSW	Start	\$25.71	\$26.48
	End Probation	\$25.71	\$26.48
	1 year	\$26.70	\$27.50
	2 year	\$27.69	\$28.52
	3 year	\$28.68	\$29.54
Nursing Home: Restorative Care	Start	\$22.64	\$23.32
	End Probation	\$22.64	\$23.32
	1 year	\$23.41	\$24.11
	2 year	\$24.18	\$24.91
	3 year	\$24.96	\$25.71
Nursing Home: Physiotherapist Assistant	Start	\$17.60	\$18.13
	End Probation	\$20.89	\$21.52
	1 year	\$21.91	\$22.57
	2 year	\$22.93	\$23.62
	3 year	\$23.95	\$24.67

Classification		January 6, 2025	January 6, 2026 3%
Activities	Start	\$17.60	\$18.13
	End Probation	\$20.89	\$21.52
	1 year	\$21.91	\$22.57
	2 year	\$22.93	\$23.62
	3 year	\$23.95	\$24.67
Nursing Home: Dietary, Housekeeping	Start	\$17.60	\$18.13
	End Probation	\$20.27	\$20.88
	1 year	\$21.35	\$21.99
	2 year	\$22.43	\$23.10
	3 year	\$23.52	\$24.23
Cook 1	Start	\$20.92	\$21.55
	End Probation	\$20.92	\$21.55
	1 year	\$22.04	\$22.70
	2 year	\$23.16	\$23.85
	3 year	\$24.27	\$25.00
Cook 2	Start	\$20.48	\$21.09
	End Probation	\$20.48	\$21.09
	1 year	\$21.54	\$22.19
	2 year	\$22.60	\$23.28
	3 year	\$23.65	\$24.36
Retirement Home: RPN	Start	\$25.24	\$26.00
	End Probation	\$25.24	\$26.00
	1 year	\$26.27	\$27.06
	2 year	\$27.30	\$28.12
	3 year	\$28.34	\$29.19

Classification		January 6, 2025	January 6, 2026 3%
Retirement Home: Housekeeping Attendant Laundry	Start	\$17.60	\$18.13
	End Probation	\$17.60	\$18.13
	1 year	\$17.74	\$18.27
	2 year	\$17.88	\$18.42
	3 year	\$18.01	\$18.55
Maintenance	Start	\$25.64	\$26.41
	End Probation	\$25.64	\$26.41
	1 year	\$26.62	\$27.42
	2 year	\$27.60	\$28.43
	3 year	\$28.60	\$29.46

LETTERS OF UNDERSTANDING

1) WOMEN'S ADVOCATE

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

Where a situation arises that requires the Women's Advocate to meet with an employee, the Employer will endeavor to find a confidential location within the Home to meet.

2) RACIAL JUSTICE ADVOCATE

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

The Advocate will provide support for the employees at the 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 representative require unpaid time off, such requests for time off shall not be unreasonably denied.

3) VIOLENCE OR ABUSE 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.

4) ABUSE AND/OR THREATENING BEHAVIOUR

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff is to be given dignity and respect. There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour shall include, but not be limited to the following: physical abuse, psychological abuse, emotional abuse and sexual abuse.

It is agreed that when the employee is faced with the above-mentioned 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 Home.

5) WORKING SHORT

The parties have had discussions regarding the “working short” issue in the Long-Term Care sector. It was generally recognized by the parties that “working short” is characterized by an area of the Nursing Home/Retirement Home that is working with fewer than the originally scheduled number of employees.

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

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

Some of these ideas are listed below but are not all considered full 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.

6) INVESTIGATION OF ALLEGED ABUSE WHERE AN EMPLOYEE IS SENT HOME PENDING INVESTIGATION

The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of alleged abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of alleged 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 ten (10) days, an explanation of the delay will be provided to the Unit Chair or designate. Furthermore, the parties will work to ensure there is no retribution when an employee reports the alleged 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.

7) PAY EQUITY

The Employer and Union agree to meet as soon as reasonably possible following ratification to discuss the legal obligations and responsibilities (if any) under the *Pay Equity Act*.

8) SENIORITY LISTS

There shall be two (2) separate and distinct seniority lists. Article 11 refers to the bargaining unit that is affected by layoff, i.e.

Bargaining Unit 1 Nursing Home

Bargaining Unit 2 Retirement Home

9) GRAND PARENTED EMPLOYEES

The following Employees shall be represented by Unifor under the Terms and conditions of the Collective Agreement. Notwithstanding Schedule "A", the below employees shall maintain their current rate of pay until such time as the wage grid surpasses them.

- Amy Albert, RPN - \$35.37

- Krista Vryburg, RPN - Shall be paid at the year 3 RPN grid
- Anne Dillabough, RPN, - \$35.37
- Kristen Saunders, Nursing Home Housekeeper — Shall be paid at the year 3 housekeeping grid

Debbie Dupee, Retirement Home Housekeeper - Shall remain on the Nursing Home Housekeeper grid at year 2 and progress through the grid

Employees currently enrolled in the current benefit plan shall remain in that plan.

Employees who currently have 75% Employer paid dental premiums shall continue to receive such benefits for the duration of the term of this collective agreement (subject to the prorate formula where applicable).

For all employees in the bargaining unit prior to April 7, 1981 a conversion factor of 1950 hours or part thereof, shall be recognized and granted for each year of employment or part thereof, since last date hire.

All employees in the bargaining unit who previously were entitled to an annual Physical Wellness Benefit will continue to be reimbursed fifty dollars (\$50.00) toward walking or running shoes, upon proof of purchase for the duration of the term of this collective agreement.

- 10) RECOGNITION OF PREVIOUS EXPERIENCE – NEWLY HIRED RPNS ONLY**
 Where an RPN is hired and has recent related RPN experience in a long-term care or hospital setting, they may apply for recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one year's movement on the grid for each one year's experience. Where the experience is part time one-year equals 1800 hour paid. Where the experience is part time one-year equals 1800 hour paid.

Signed this 30th day of September 2026

FOR THE EMPLOYER

N. Vijayakanthan

FOR THE UNION

Shannon Doyle

Erika Orvis

Jennifer Kennedy

Lisa Tucker

