COLLECTIVE AGREEMENT

- between -

TRECO DEVELOPMENT CORP
LA CHAUMIERE RETIREMENT RESIDENCE

- and -

UNIFOR AND ITS LOCAL 2458

SERVICE UNIT

EXPIRY DATE: JANUARY 13, 2027

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ARTICLE 1 – GENERAL PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees represented by the Union and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of settled conditions of employment between the Union and the Employer and mutually satisfactory working conditions in the Retirement Residence.

1:02 The parties to this Agreement share a desire to promote the quality of service to and the well-being, dignity, and respect of the residents of La Chaumiere Retirement Residence.

ARTICLE 2 - SCOPE AND RECOGNITION

2:01 The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this Agreement and undertakes that it will not enter into any other agreement with employees either individually or collectively which will conflict with any of the provisions of this Agreement.

2:02 **Excluded Persons**

(a) Supervisors and persons whose jobs are not included in the bargaining unit, shall not perform bargaining unit work except in the case of emergency, instructing employees and cases mutually agreed by the parties.

(b) Unpaid Volunteers shall not perform bargaining unit work.

(c) This article is not intended to affect the arrangements which may be made for specialized care of residents, which may include but not be limited to private duty nurses or physio-therapy.

ARTICLE 3 - MANAGEMENT RIGHTS

3:01 The Union recognizes that, subject to the express provisions of this Agreement, all management rights are vested exclusively with the Employer and that 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 guests, residents and families of La Chaumiere Retirement Residence and to plan, direct and control the work of the employees;

(b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, which will not be inconsistent with the terms of this Agreement. The Employer will notify the Union Committee of any alterations of the present rules or regulations or of new rules and regulations prior to their implementation;

(c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory hiring, transfer, layoff, recall, promotion, demotion, classification, assignment of duties or a claim that an employee who has been discharged, suspended, or disciplined without a just cause, may be the subject of a grievance and dealt with as hereinafter provided;

(d) to have the right to introduce new and different methods and equipment and to control the amount of supervision necessary, and number of employees required for the Employer's purposes.

ARTICLE 4 - UNION SECURITY

4:01 All present employees who are members of the Union covered by this Agreement shall remain in good standing for the duration of their employment as a condition of employment.

4:02 The Employer shall deduct union dues monthly for the term of this Agreement according to the following conditions:

(a) All employees covered by this Agreement shall have Union dues deducted monthly as a condition of employment.

(b) (i) The Employer shall deduct from the employee's pay in each month, Union dues as set forth in the Constitution and By-Laws of the Union and shall remit same, together with a list of names of all employees from whom the deductions were made, to the Secretary-Treasurer of the Union, prior to the twentieth (20th) day of the month following in which the deductions were made.

(ii) The Employer shall list the number of hours worked, in the month for which dues are deducted, for each part time employee.

(c) The Employer will provide to the Union, a listing of the names, addresses, and classifications of all employees in the bargaining unit. On a monthly basis, the Employer will provide to the Union, the names of employees in the bargaining unit who have terminated, been terminated and those who have resigned, as well as the employees who have not remitted dues in the month as a result of some form of absence where Union Dues cannot be deducted by the Employer. Note: It is the responsibility of the employee at all times to keep the Employer and the Union advised of their correct home address and telephone number.

4:03 The Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect of the check-off of monthly assessments as notified by the Union or any action taken at the request of the Union.

4:04 At the same time that Income Tax (T-4) slips are made available, the Employer shall type in the amount of union dues paid by each employee in the previous year.

4:05 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Retirement Residence and the President of the Local Union or his/her designate.

ARTICLE 5 - STRIKES AND LOCKOUTS

5:01 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.

5:02 The words "strike" and "lockout" as used herein are agreed to have the meanings defined in the present Ontario Labour Relations Act, R.S.O. 1980 Chapter 228.

ARTICLE 6 - UNION REPRESENTATION

6:01(a) The Union will elect or otherwise select a Union Committee composed of six (6) union members, two (2) chairpersons, one (1) from the Service Unit and one (1) from the Nursing Unit and four (4) committeepersons, three (3) from the Service Unit and one (1) from the Nursing Unit. The employees

and the employer shall recognize the said committee for the purpose of handling any grievance or bargaining any matter arising from time to time during the continuance of this agreement. The negotiating committee shall be comprised of four (4) members of the Union Committee, including the Chairperson from the Service and Nursing Unit and two (2) committeepersons from the Service Unit.

(b) At Step 1 of the grievance procedure only one Committeeperson is entitled to be present at discussions with the supervisor and at Step 2 the Chairperson, or a Union Representative may accompany the Committeeperson who initiated the grievance.

6:02 **Committeepersons**

The Employer agrees that the Stewards shall have the right to have the assistance of a Union representative when dealing with grievances as hereinafter provided.

6:03 **Union Committees**

(a) The Union agrees to supply the Employer with the names of the Union Committee members and will keep the list up to date.

(b) The Employer will supply the union office and the Chairperson with a list of Department Heads, supervisors, members of the management committee and other persons with authority. The list will be adjusted as necessary and copies will be submitted to the Union Office and the Chairperson.

(c) The Employer agrees to retain the Union Chairperson at work during any layoffs or cutbacks in employment during her term of office, provided there is work available that she is able to perform.

6:04 Each Committeeperson shall have seniority with the Employer at the time of her appointment.

6:05 **Pay During Negotiations**

Regular wages for all time spent to attend negotiations for the successor of this agreement up to and including conciliation proceedings will be paid by the Employer for the four (4) members of the Union Negotiating Committee. The Union recognizes the scheduling problems of the Employer; sufficient lead time will be allowed so that work schedules may be properly adjusted. The normal work schedule and all related clauses in this Agreement will be suspended during the period of negotiations should there be a need for emergency meetings. The Employer will recognize and work with the Committeepersons and the Committeepersons will co-operate with the Employer in the administration of this Agreement. A Committeeperson will be given reasonable time off, without loss of wages, to assist an employee in the presentation of a grievance whenever it is necessary to deal with the grievance during working hours beginning with Step 2 of the Grievance Procedure. The Committeeperson must first obtain permission from the Administrator or his/her designate and shall report to his/her supervisor at the time of the Committeeperson's return to work. The Committeeperson shall not leave the Employer's premises. The Committeeperson shall not make unreasonable requests and permission shall not be unreasonably withheld.

6:06 **Labour-Management Committee**

(a) There shall be a Labour-Management Committee consisting of two (2) employees, one from the Service Unit and one from the Nursing Unit, appointed or elected by the Union and two (2) Employer representatives.

(b) The Committee shall meet every two (2) months at a time mutually agreed to by the parties. Agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting.

(c) The parties agree that matters that are appropriate for discussion include but are not limited to the following:

(i) Promoting and providing effective and meaningful communication of information and ideas; discussing matters of concern including methods of achieving the same;

(ii) Discussing issues related to scheduling and staffing;

(iii) Other matters not otherwise properly the subject of a grievance or negotiations.

(d) A representative attending such meeting shall be paid at her straight time hourly rate of pay for all regularly scheduled hours of work lost due to attendance at such meetings. The duration of such meetings will not exceed one (1) hour unless mutually agreed by the parties.

6:07 **New Employee Orientation**

Reasonable time (fifteen (15) minutes) will be made available during working hours after four (4) weeks of employment by a new employee for a chairperson to acquaint each such employee with the benefits of union membership and the rights and obligations arising out of this Agreement. The Employer shall send to the Union office each month a list of names, addresses and classifications of all new employees.

ARTICLE 7 - GRIEVANCE PROCEDURE

7:01 The parties agree that grievances shall be adjusted as quickly as possible. It is understood that an employee has no grievance until the employee has given their supervisor an opportunity to adjust their complaint. The supervisor shall have two (2) days to reply to the complaint, if the reply is unsatisfactory or if the supervisor fails to reply within the two (2) days the employee may proceed with the steps of the grievance procedure. Any grievance or dispute relating to the interpretation, application or alleged violation of this Agreement, or relating to any terms or conditions of employment shall be dealt with in the following manner:

Step 1

An employee having a complaint or grievance shall refer it to her immediate Supervisor in writing within five (5) working days of the actual occurrence giving rise to the complaint or grievance. The grievance will clearly state the name(s) of the grievor(s), the article(s) violated, if any, and the corrective action requested. The Supervisor shall reply to the employee, giving the answer to the complaint or grievance in writing within five (5) working days from the date it was submitted.

Step 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step 1, the employee, who may request the assistance of her Committeeperson, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or her designated representative and the employee within five (5) working days. It is understood that at such a meeting the Administrator or her designated representative may have such counsel and assistance as she may desire and that the employee may have her Committeeperson, and the Chairperson or a Union Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Administrator or her designated representative shall be given in writing within five (5) working days following the meeting.

Step 3

Should the Administrator fail to render her decision as required in Step 2 or failing settlement of any grievance under the foregoing procedures, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received in accordance with Section 8:01 within five (5) working days after the decision under Step 2 is given or within ten (10) working days following the meeting under Step 2 of the grievance procedure, the grievance shall be deemed to have been settled and the same grievance shall not be the subject matter of a further grievance.

7:02 Should two or more employees have a grievance of a similar nature, then it may be processed as one grievance at Step 1 of the grievance procedure and throughout the grievance procedure.

7:03 For the purpose of the grievance and arbitration procedure, working days shall exclude Saturdays, Sundays and paid holidays.

7:04 Any of the time limits in the grievance and arbitration procedure may be extended by the written consent of the parties.

7:05 When a grievance is submitted in writing by either the Employer, the Union or an employee it shall clearly set forth the nature of the grievance, the article(s) violated if any and the remedies sought.

ARTICLE 8 - ARBITRATION PROCEDURE

8:01 If the employer's decision following the Step 2 meeting of the Grievance Procedure is not satisfactory to the Union, such grievance may be submitted to arbitration provided written notice of appeal to arbitration is served on the Employer within twenty (20) working days of the delivery of the Employer's decision.

8:02 The parties agree that a single arbitrator shall be relied upon to resolve disputes under this Collective Agreement. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the Employer and the Union.

8:03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement. The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty.

8:04 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. Time limits fixed in the grievance and arbitrator procedures may be extended my mutual consent of the parties.

8:05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement. The Board of Arbitration may dispose of a grievance in any manner which it deems just and equitable consistent with the provisions of this Agreement. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.

8:06 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the Board will be final and binding upon the parties hereto and the employee concerned.

8:07 Each of the parties hereto shall pay its own expenses including pay for witnesses and the expense of its own Arbitrator and one half (2) of the expenses and fees of the Chairperson.

8:08 At any stage of the Grievance/Arbitration Procedure, the parties may have the assistance of the employee or employees concerned. All reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Retirement Residence to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the normal function of the Retirement Residence.

8:09 The foregoing arbitration procedures shall not preclude either party to this Agreement from exercising their right under Section 49 of the present Ontario Labour Relations Act as amended from time to time.

8:10 The foregoing arbitration procedures shall not preclude the Employer and the Union from agreeing to have a single arbitrator preside as an arbitration board.

ARTICLE 9 - POLICY GRIEVANCE

9:01 **Group and Policy Grievance**

The grievance procedure outlined in this Article shall apply equally to a grievance lodged by a group of employees, or to a Union policy grievance with the following amendments. Any allegation by a group of employees concerning a similar matter(s) alleging a violation or misinterpretation of this Agreement may be lodged in writing as a group grievance to the employer. The group grievance shall be dealt with at Step 2 of the grievance procedure and failing satisfactory settlement at the conference, the group grievance may then be appealed to arbitration as herein provided.

9:02 Any allegations by either the Union or the Employer that the other party has violated or misinterpreted this Agreement, may be lodged in writing as a policy grievance at Step 2, if by the Union to the Employer and, if by the Employer to the Chairperson of the Union Committee. Thereafter the policy grievance shall be dealt with at Step 2 of the grievance procedure and failing satisfactory settlement at the meeting, the policy grievance may then be appealed to arbitration as herein provided.

9:03 Any notice under the Grievance or Arbitration Procedure of this Agreement may be given personally or by prepaid registered post, or by fax machine. Any such notice shall be deemed given when delivered to the postal authorities and when faxed to either party to this agreement.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10:01 A claim by an employee who has completed probation that he or she has been unjustly discharged shall be treated as a grievance if a written statement of such discharge is lodged by the employee with the Administrator or designate within five (5) days after the employee has received his/her discharge notice. Such grievance will be taken up by the Union at a special meeting with the Administrator.

10:02 It is agreed that the Chairperson of the Union Committee will be notified immediately on the dismissal of an employee in the bargaining unit. Should the Chairperson not be available at the time, a copy of the letter or notice shall be given to a Committeeperson who is available.

10:03 In the event the Employer initiates a disciplinary action against an employee that results in the suspension or discharge of the employee, the following procedure shall be followed:

(a) The employee shall be notified in writing, of the action and/or penalty with a copy given to the Chairperson, if the penalty is a suspension. If the penalty is discharge then only the Union (President or his/her designate) need be notified in addition to the employee.

(b) In the event the Employer is dissatisfied with the work of an employee and correction discussion has not resolved the problem, the Employer shall notify the employee in writing of the

dissatisfaction concerning his/her work within five (5) working days when becoming aware of the incident giving rise to the complaint. This notice shall include particulars of the work performance which led to the complaint.

(c) The letter or form given to the employee shall state the complaint or appraisal of results and contain on the bottom thereof a statement to the effect that the employee acknowledges having read the letter or form acknowledging receipt of a copy of the same, and a place for the employee to sign. The employee shall sign the letter or form and a copy shall be given to her. Prior to signing, the employee shall have the opportunity to write her comments.

(d) The employee has the right to Union Representation in any proceedings under (a), (b) or (c) above.

10:04 Such grievance shall proceed directly to Step 2 of the grievance procedure and must be presented in writing, dated, and signed within five (5) working days after notice of the discharge was given.

10:05 Only those disciplinary notices that result in a suspension will remain on an employees personnel file for a period of fifteen (15) months. All other disciplinary notices, warnings or statements will be removed and given to the employee after a period of twelve (12) months from the date of the infraction.

10:06 An employee shall, upon written request, be granted the opportunity to view his/her personnel file. It is understood that such request will be granted within seven (7) days or at a time mutually agreed to by the parties. The employee may have a Committeeperson present while viewing their file, if requested.

10:07 The Union Chairperson or a Committeeperson will be present during all warnings, or counselling sessions regarding disciplinary actions of a seniority employee. When an employee is called to an interview and the subject of the interview is discipline, the employee will be so informed by the Employer's representative when given notice of the interview, and will be advised to have her Union representative present. The interview will not begin or proceed without Union representation. A copy of any warning to be placed in an employee's file must be copied to the Union Chairperson.

Discipline is defined as a written warning, reprimand, suspension, dismissal or other disciplinary action to an employee.

ARTICLE 11 - PROBATION - SENIORITY

11:01(a) **Seniority Defined**

Seniority is defined as the length of service in the bargaining unit from the date of last hiring. For purposes of clarity, the seniority of employees shall be computed on the basis of years of service subsequent to date of most recent hire.

(b) **Probation Defined**

The probationary period has been completed when an employee has served four hundred, fifty (450) hours or six (6) months, whichever comes first. Employees will be regarded as probationary employees until they have acquired seniority as above, provided however that an employee shall be entitled to the assistance of the Union in settling a grievance.

11:02 Seniority lists containing the names of all employees and their respective dates of hiring will be posted on the Union Bulletin Board and will be revised every six (6) months. It is agreed that the Chairperson will be advised monthly as to new employees who have commenced employment such notice shall include their classification and hiring date.

11:03 Seniority lists of all employees shall show the last date of hiring of each employee by the Employer.

11:04 Employees shall have the right to challenge the listing for a period of six (6) weeks following the initial posting and for a period of four (4) weeks following each subsequent posting. The seniority list as corrected shall be deemed accurate to the date of posting. Any challenge to the employee's seniority which is not dealt with to the employee's satisfaction may be submitted as a grievance. Employees must have some basis for the challenge such as a copy of all check stubs which show hours. The challenge must be specific regarding the pay periods in question.

11:05 The Employer will supply the Chairperson with a copy of the seniority list as well as forwarding a copy to the Local Union Office.

11:06 When an employee transfers from part time to full time employment and vice-versa, her seniority shall carry forth to the new position.

11:07 **Loss of Seniority**

An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

(a) resigns, retires, quits, or is discharged and is not reinstated pursuant to the grievance procedure;

(b) is absent for two (2) working days without sufficient cause;

(c) overstays a leave of absence; vacation; or suspension; or remains away from work without permission for a period of more than two (2) consecutive working days for which she is scheduled to work, without a justifiable reason for such absence; or

(d) is laid off from work for a period of time equal to their accumulated seniority at date of layoff or for a period of thirty-six (36) months, whichever is greater, or

(e) is transferred to a position outside of the bargaining unit, unless otherwise mutually agreed by the parties.

11:08 Credits or 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 when an employee is absent from work on accident, or illness not compensable by WSIB for up to thirty (30) months, after which time seniority only shall continue to accumulate.

NOTE: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

11:09 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

(a) approved leave(s) of absence without pay for up to twenty (20) regularly scheduled shifts in a calendar year.

(b) when absent on account of accident or illness compensable by WSIB. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 12 – LAYOFF & RECALL

12:01 a)(1) Layoffs are to be by seniority.

(2) In the event of a layoff, the Employer shall identify the position(s) affected by the layoff.

(3) The incumbent of the identified position shall have the option of:

(i) bumping a less senior employee in the same or other classification; or

(ii) accepting the layoff;

within three (3) calendar days of the receipt of layoff.

(b) Any employee displaced as a result of the procedure set out above shall themselves be permitted to utilize this procedure.

(i) All recalls shall be by seniority subject to section 12:01 (d).

(ii) Prior to recalling any laid off employee, the Employer agrees to implement Article 14:01 of the collective agreement. After exhausting the posting procedure pursuant to article 14:01 the laid off employee shall then be recalled to the remaining vacancy.

(c) No new employees shall be hired until laid off employees, who retain seniority and are eligible for recall as prescribed by this section, have been given an opportunity to return to work.

(d) In all cases, the employee seeking to displace or the recalled employee(s) must have the ability to perform the available position. Employees exercising displacement and/or recall rights shall be deemed not to have been transferred pursuant to article 14:01.

(e) The Employer agrees to make every effort not to split a full time position into two part time positions for the purpose of reducing the full time unit.

12:02 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off two (2) calendar weeks prior to the effective date of layoff except in the event of an emergency beyond the control of the Employer. If the employee has not been given the opportunity to work the days scheduled for the two (2) week period, he/she shall be paid for those days.

12:03 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13:01(a)The following is intended to define the normal hours of work of 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.

(b) The normal work shift for full time employees shall be seven and one-half (7-1/2) working hours per day exclusive of meal period. The Employer will use its best efforts to ensure that an uninterrupted lunch break is provided. PSW's working the Midnight Shift will be paid eight (8) hours. Such time will include the break period and not incur overtime.

(c) The normal hours of full time employment shall average up to thirty-seven and one-half (37-1/2) per week and up to seventy-five (75) bi-weekly over two (2) week pay period. This may mean that an employee would work more or less than up to thirty-seven and one half (37-1/2) hours in a weekly period; but over the pay period, the average number of hours will be up to seventy-five (75). The provisions of this Agreement relating to payment of overtime rates shall be interpreted on the understanding that the bi-weekly hours are averaged.

Under normal circumstances, bi-weekly wages shall be paid via direct deposit to the employee's bank account with the Employer by Thursday. Corresponding pay stubs shall be provided as soon as practicable during business hours on the Wednesday of the week wages are paid.

(d) **No Split Shifts**

While it is recognized that day, evening and night shifts must be continued, the Employer agrees that no employee shall be required to work a split shift, provided the employee was not hired to perform split shift work, or as mutually agreed upon.

(e) Full time employees that request schedules of less than ten (10) shifts per two (2) week period shall be locked into those schedules for six (6) month periods. Such requests will be considered twice each year and must be submitted in writing at least thirty (30) days prior to the commencement of the six (6) month period. If an employee wishes to revert to their ten (10) shifts per two (2) weeks (or alter their requested schedule), they must notify the employer in writing at least thirty (30) days prior to the end of the six (6) month period. For purposes of this Article, the six (6) month periods referred to herein shall commence May 1st and November 1st respectively each year.

13:02(a) Overtime shall be paid for all hours worked over seven and one-half (7-1/2) hours in a day and over seventy-five (75) hours in a bi-weekly pay period at the rate of time and one-half the employee's regular rate of pay. All overtime must be authorized by the Administrator or designate. Overtime will be offered in order of seniority within the department and then by seniority regardless of department.

(b) In the event employees of their own accord for their own personal convenience arrange to change shifts with other appropriately qualified employees, the Employer agrees to allow employees to do so, provided the employees have obtained their respective supervisor's written approval. Employees shall fill out the appropriate form. The Employer shall not be responsible or liable for overtime and non-compliance with the above scheduling provisions that may arise or accrue as a result of the exchange of shifts.

(c) Time less than fifteen (15) minutes per day to finish an assigned task on an irregular basis shall not be counted as overtime.

(d) If an employee works three (3) hours or more of overtime after her regularly scheduled shift she will be entitled to nourishment provided by the Retirement Residence.

13:03 Employees will be allowed one fifteen (15) minute break (i.e. absence from the work station) for each shift of five (5) hours duration or less and two (2) fifteen minute breaks for each shift more than five (5) hours in duration at times designated by the Employer, with pay and without increasing the regular working hours. The employer shall not schedule an unpaid lunch break for any shift five (5) hours or less, unless mutually agreed with the affected employee.

13:04 **Work Schedules**

(a) Work schedules covering at least a two (2) week period will be posted at least one (1) week in advance. Such posted schedules shall not be changed unless by mutual agreement between the Employer and employees so affected, or so as to allow the mutual exchanging of shifts between employees as per Section 13:02 (b) or if an emergency exists. Employee requests for specific days off must be submitted to the Administrator three (3) weeks in advance of the schedule start. The granting or denial of such request shall be finally determined by the Administrator having due concern for the proper operation of the Retirement Residence and will not be unreasonably denied. Union Stewards will be allowed to make their own copy of the schedule and provide to Union.

(b) Except when mutually agreed otherwise between the Employer and an employee, shift schedules shall be arranged so that an employee is not regularly scheduled to work more than seven (7) consecutive days.

13:05 Employees shall be scheduled so as to have one (1) weekend in two (2) off (except in events beyond the control of the Employer) unless the employee has been hired to work weekends or the employee agrees to work weekends. The term weekend shall mean Saturday and Sunday.

13:06 **Reporting Allowance**
When an employee reports for work at his/her assigned starting time without being notified four (4) hours in advance by the facility not to report for work at said time, then the employee will work four (4) hours and must report to the Administrator or supervisor for work instruction or shall receive pay in lieu of work, for four (4) hours during the day if no work is available.

13:07 An employee is required to provide reasonable notice to the Retirement Residence in advance of the commencement of her scheduled shift when returning to work after any absence of three (3) consecutive scheduled shifts, such that the employee has to report for work. Failure to provide such notice will result in the employee being sent home and the above reporting provisions will not apply.

13:08 There shall normally be a minimum of sixteen (16) hours continuous off between regularly scheduled shifts of work except as may be mutually arranged between the Employer and employee(s) or in case of an emergency.

13:09 Those employees working the shift when the change from daylight saving to standard time, or vice versa, occurs shall be paid straight time for the exact number of hours worked during the shift.

13:10 If the hours of work on a shift are changed, the jobs must be re-posted for bid by seniority in that classification.

ARTICLE 14 – JOB POSTING

14:01 (a) It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring as a result of death, retirement, resignation, promotion, demotion or termination of employment or any new jobs created, shall be posted on all bulletin boards for a period of seven (7) calendar days.

(b) It is understood that with the knowledge of the Union Committee Chairperson, the Employer may temporarily fill the vacancy during the posting.

(c) Employees shall have the right to bid during such seven (7) calendar day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received on the basis of seniority, provided the senior employee possesses the necessary qualifications and ability to perform the work required.

(d) In the event two (2) or more employees apply, the Employer shall consider the skill, ability and seniority of the applicants. Where other factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy. The Employer reserves the right to hire outside help provided that the applicants are not capable of performing the work required.

(e) A successful applicant shall be placed on trial in the new position for a period of sixty (60) working days. Such trial promotion or transfer shall become permanent after the trial period unless:

(i) The employee, at any time within the trial period mentioned above, feels that she is not suitable for the position, and wishes to return to her former position; or

(ii) The Employer, at any time within the trial period mentioned above, feels that the employee is not suitable for the position, and requires that she return to her former position;

(iii) In the event of either (i) or (ii) above the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to his/her former position and salary without loss of seniority.

The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without his/her consent.

ARTICLE 15 - PAID HOLIDAYS

15:01 (a) For employees who have completed their probationary period, the employer shall recognize the following days as paid holidays, at the employees regular rate of pay:

New Year's Day
Good Friday
Victoria Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Full-Time Employees
In addition, there shall be four (4) float holidays added to the eight (8) listed statutory holidays above. Effective May 1st, 2002, there shall be an additional float holiday for a total of five (5) float days in addition to the eight (8) statutory holidays. The float holidays are to be scheduled by mutual agreement.

Part-Time Employees
It is understood that in addition to the eight (8) statutory holidays, part-time employees are to be granted two (2) float holidays per year, three (3) float holidays effective May 1st, 2002, and shall earn up to two (2) additional float holidays, one for each two hundred, eighty (280) hours worked in a year, the year being May 1st to April 30th. An employee shall not schedule the additional (earned) float days until two hundred, eighty (280) days have been worked.

For the purpose of this Article, hours worked are actual on site hours exclusive of leaves of absence, sick time, etc.

(b) In order to qualify for holiday pay, an employee must work the full scheduled shift immediately preceding and immediately following the holiday unless absent on authorized leave or absent due to illness, where such illness is verified by a valid doctor's note, and must work ten (10) days in the twenty-eight (28) days immediately preceding the holiday.

(c) If an employee is scheduled to work on a paid holiday and actually works, he/she may elect either:

(i) Pay at one and one-half (1-1/2) times his/her normal daily rate for work performed plus his/her holiday pay.

(ii) Pay at one and one-half (1-1/2) times his/her daily rate for work performed plus a day off with pay in lieu of the holiday. Such day to be scheduled by mutual agreement within twenty-eight (28) calendar days, unless, the employee agrees to schedule said day at some later date.

(d) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the collective agreement, such additional holiday will replace the first non-statutory holiday listed above. The intent is that there shall be no more than eleven (11) paid holidays each year until April 30, 1994, and no more than twelve (12) paid holidays each year after May 1, 1994.

(e) In the event that the paid holidays fall on an employee's day off or during his vacation, the employee will receive an additional day off or one (1) day added to his vacation.

(f) (i) The Employer shall make its best efforts to provide three (3) consecutive days off during the holiday season. One of these days will be either Christmas or New Years day. To accommodate this provision, the Employer shall assign the relevant statutory holiday. The Christmas Holiday Season shall be defined as the period from December 22nd through January 4th of each year.

(ii) A list will be posted and employees will be asked to indicate by November 15th, their choice as to whether they wish to be scheduled off for Christmas or New Years. Where an employee indicates a choice, they will be scheduled by seniority**,** and notified by December 1st.

(iii) To accommodate the provisions of this article, the parties agree to waive the normal scheduling practices. The scheduling of time off pursuant to this Article shall take priority over vacation and leave of absence requests.

(g) The Stat pay amount will be seven and one-half (7-1/2) hours pay for full time employees, and will be calculated as per the Employment Standards Act or the amount of hours worked on the stat day, whichever is greater.

ARTICLE 16 - VACATIONS

16:01 For the purpose of calculating eligibility, the vacation year shall be the period from May 1st of any year to April 30th of the following year. Employees who have not completed their probation by the cut-off date of April 30th in any year may, after subsequent completion of probation apply for an unpaid leave of absence of up to two weeks at a time mutually agreeable to employee and employer. The employee will be entitled to receive vacation pay at the rate of four percent (4%) of wages earned up to the April 30th cut-off date. Accrued vacation will be shown on pay cheques as long as the system allows.

16:02(a)The periods at which employees shall take vacations shall be based on the selection by the employee according to seniority in each department but shall be finally determined by the Administrator having due concern for the proper operation of the Retirement Residence and will not be unreasonably denied.

(b) The summer vacation period shall be limited to June 15th to September 15th of each year. No more than two (2) weeks of vacation will be granted to any staff member during this time frame, nor will any float days be granted on weekends during this period. Once all vacation requests for the summer vacation period have been granted that were received by May 1st, a third week may be offered by seniority at the discretion of the employer having due concern for the proper operation of the Home.

(c) No vacation will be granted from December 22nd to January 4th annually.

(d) All vacation requests must be submitted by May 1st in each vacation year, and vacation approval must be completed and posted by May 31st. It is understood that any requests for vacation received after May 1st in each year shall be dealt with only after the vacation requests received by May 1st have been dealt with. Late requests will in no way displace or change already approved and posted vacation schedules.

16:03 Vacations are not cumulative from year to year and all vacations must be taken by the April 30th next following the May 1st cut off date unless otherwise arranged by mutual consent.

16:04 **Vacations & Vacation Pay**

(a) Commencing with the vacation schedule of May 7th, 1987, employees having less than one (1) year of service on May 1st in any year, shall be entitled upon the completion of their probationary period, to a credit of one (1) day vacation with pay for each month of service, to a maximum of ten (10) working days vacation with pay at the rate of four percent (4%) of their gross earnings.

(b) Employees with one (1) year or more service at April 30th of any year, shall receive two (2) weeks vacation with pay (4% of gross earnings).

(c) Employees with three (3) years or more service as of April 30th of any year, shall receive three (3) weeks vacation with pay (6% of gross earnings).

(d) Employees with eight (8) years or more service as of April 30th of any year, shall receive four (4) weeks vacation with pay (8% of gross earnings).

(e) Employees with twelve (12) years or more service as of April 30th of any year, shall receive five (5) weeks vacation with pay (10% of gross earnings).

(f) Employees with twenty (20) years or more service as of April 30th of any year, shall receive six (6) weeks vacation with pay (12% of gross earnings).

N.B. Articles 16:04 (a) to (f) - For purposes of calculating vacation entitlement for part time employees, time off entitlement and monetary entitlement will be calculated based on established "date of hire".

(g) The time of vacation for each employee each year will be mutually arranged between the employee and the Employer, provided however, that if there is a dispute over a respective vacation date between the employees, departmental seniority of an employee shall be the governing factor.

16:05 An employee who terminates his/her employment with the Employer, is discharged or laid off in excess of thirteen (13) weeks, shall be paid vacation pay on the following basis:

(i) Four percent (4%) of all time worked from May 1st for all employees having less than five (5) years of service.

(ii) Six (6%) for all time worked from May 1st for all employees having more than five (5) years of service and less than ten (10) years of service.

(iii) Eight (8%) for all time worked from May 1st for all employees having more than ten (10) years of service.

(iv) Should the employee return to work after layoff during the vacation pay calculation year, any payment made under the clause is a credit against vacation pay entitlement.

16:06 (a) Employees going on vacation shall receive their vacation pay prior to the start of their vacation on a separate cheque. The employer agrees to pay two (2) weeks vacation pay in addition to the amount of vacation pay that is equivalent to the time off to be taken, when such request is made by the employee in advance, provided the employee has accrued sufficient vacation monies to accommodate such request.

(b) In the event that an employee is hospitalized for non elective reasons immediately prior to the commencement of a scheduled vacation period, he/she will be permitted to reschedule his/her vacation at a later date mutually agreeable to the employee and the Employer. In arranging such date it is understood that the employee does not have the right to use his/her seniority to displace another employee who has less seniority from vacation time already allotted.

16:07 An employee who leaves the employ of the Retirement Residence without giving the Employer a minimum of two (2) weeks notice or an employee who is terminated, shall be paid the unpaid vacation pay allowance at the rate of four percent (4%) between the most recent May 1st and the date of separation or layoff.

16:08 Employees shall receive their vacation pay at the time they take their vacation. To ensure that vacation pay is received on the last normal pay day prior to the start of vacation employees are requested to give the office staff a written request at least two weeks before vacation start date.

16:09 In order to ensure full time employees are able to take their full vacation entitlement during the summer months, the employer may hire summer relief for the period June 1st to September 15th each year. It is understood that part time employees have the first opportunity to cover vacation hours before using summer relief.

ARTICLE 17 - LEAVES OF ABSENCE

17:01 **Personal Leave**

Personal leave of absence without pay may be granted upon request in writing and will be considered on an individual basis by the Home. Such requests are to be submitted in writing to the employee's immediate supervisor at least one (1) month in advance, unless it is not reasonably practical to give such notice, and a written reply will be given within three (3) days except in cases of personal emergency in which case a reply will be given as soon as possible. Written requests will include the date of request, date that the personal leave is to commence, and the date upon which the employee will be returning to work. Such leave may or may not be used in connection with Paid Absence Allowance entitlements or other leaves or absences under this Collective Agreement. Such leave requests shall not be unreasonably withheld.

17:02 **Leave of Absence - General**

Any employee who utilizes a leave of absence (LOA) for purposes other than those for which the LOA was granted shall be subject to discipline by the Employer.

17:03 **Pregnancy and Parental Leave**

(a) Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

(b) **Pregnancy Leave**

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

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

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

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

Additional leave of absence may be taken under Article 17:03 (j) Parental Leave.

(c) An employee who does not apply for leave of absence under Article 17:03 (b) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17:03 (b) (ii) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

(d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee elects, in writing, not to continue her share of the premiums.

(e) If a full time employee returns to work at the expiry of the normal pregnancy and or parental leave, the employee will be returned to her former job, former shift if designated.

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

(f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in

the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article (e).

(g) 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.

(h) Credits or service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards shall continue and seniority shall accumulate during the leave.

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

(j) **Parental Leave**

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

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

(iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

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

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

(v) For the purpose of parental leave under Article (j) Parental Leave, the provisions under (a), (d), (e), (f), (h) and (i) shall also apply.

17:04 **Union Leave**

(a) Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of the appointment unless extended a further specific period by agreement of the parties. Seniority shall accumulate during such leave. It will become the responsibility of the employee for full payment, one month in advance of any applicable benefits in which the employee is eligible to participate and does

participate in during such leave of absence. It is agreed that for the purpose of Workplace Safety and Insurance Act coverage, such employees are deemed to be employed by the Union.

(b) The Employer will grant at the request of the Union, a leave of absence without pay to a member of the Union to attend to Union matters outside the facility. The Union will endeavour to inform the Company of the name of the delegate at least three (3) weeks in advance of the leave. Such leave of absence shall not exceed five (5) consecutive working days at any one time, or an aggregate of thirty (30) working days for all employees in any twelve (12) month period. An employee on leave of absence under this provision shall continue to accrue all rights and privileges under this Agreement.

17:05 **Jury Duty**

The Employer shall grant a leave of absence to an employee who serves as a juror or who is subpoenaed as a witness arising out of her employment, in any court. The employee will receive the difference between his/her jury allowance and his/her regular pay for the scheduled time lost while serving in one of these capacities. The employee shall not be required to work on a day when he/she serves as a juror or is subpoenaed as a witness in any court. The subpoena or jury duty notice will be presented to the Employer for confirmation of such leave. In order to receive payment the employee shall be required to submit proof of jury duty pay such as check stubs or a letter which will indicate days attending to jury duty and amounts paid.

17:06 **Bereavement Leave**

(a) When a death occurs in the immediate family of an employee who has completed the probationary period, the employee shall be granted leave of absence for three (3) days surrounding the date of death or the date of the funeral at the employee's discretion. The employee shall be paid for shifts during the leave which he/she otherwise would have worked.

(b) Where the burial occurs outside of the Province of Ontario such leave shall also include reasonable travelling time, without pay, not to exceed two (2) days. The employer agrees to grant a leave of absence without pay to allow an employee additional time off surrounding the period of bereavement leave.

(c) Immediate family shall be defined as Mother, Father, Spouse, Common-law Spouse, Child, Sister, Brother, Grandparent, Grandchild, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Step Children, Step Parents.

(d) Employee to be paid bereavement as in a) above when unable to attend the funeral due to travel related difficulties.

(e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which he/she is receiving payments for holiday pay.

(f) Casual employees scheduled to work shall be eligible for pay for bereavement leave.

(g) Bereavement leave during an employee's scheduled vacation will extend the vacation by the number of qualified days under Article 17:06. At the option of the employee the extended vacation days will be taken at another time mutually agreed upon by the employee and the Employer.

(h) Where there is a death of the employee's mother, father, spouse, common-law spouse; brother, sister, or child, paragraph (a) above shall be amended to read five (5) days.

(i) Where there is a death of the employee's brother-in-law, sister-in-law, or spouse's grandparent, paragraph (a) above shall apply and be amended to read two (2) days.

ARTICLE 18 – TEMPORARY REPLACEMENT

18:01(a) The parties acknowledge that from time to time it becomes necessary to replace an employee who is on a maternity leave or a long term leave of absence for other reasons.

(b) When this situation arises, the Employer may hire an employee to replace an employee on such leave of absence for a term certain, being the period of the leave granted, provided it does not exceed six (6) months (except in the case of a maternity leave when it will be for the duration of the leave). If at the termination of the leave of absence an extension of the leave of absence is granted and the leave and extension combined do not exceed six (6) months (except in the case of the maternity leave when it will be for the duration of the leave), the replacement employee may be retained until the extension terminates.

(c) If the leave of absence combined with any extension of it, exceeds six (6) months (subject to maternity leave as stated in (b) above), the person temporarily hired can only be retained on the basis set out herein with the approval in writing of the Union.

(d) A person hired for temporary replacement under the above arrangements will not accumulate seniority. For job posting purposes, such employee, while entitled to bid for new or vacant positions, shall rank after full time and part time employees with seniority.

(e) If a person hired for temporary replacement is hired to fill a permanent vacancy or if such person continues on in the temporary position for more than six (6) months from the date of hire, unless the Union has otherwise agreed in writing (and subject to maternity leave as stated in (b) above), seniority and other full time benefits (or part time benefits if in a part time position) will be recognized retroactive to the date that seniority would have otherwise been achieved as a temporary replacement employee, provided that the employee has completed sixty (60) working days of employment.

(f) The Administrator or his/her delegate will notify the Union in writing of any such temporary hires and the reason or reasons for each, with a copy of such notification to the Chairperson, failing which, the employee will be considered as having been hired subject to all terms of the Collective Agreement and in particular those which require the posting of new positions or vacancies.

(g) On termination of an employee's temporary hire, similar notification in writing will be given to the Union with a copy to the Chairperson, confirming the date of termination.

(h) Subject to Section 11:07 (e) of this Agreement, persons will not be hired for temporary replacement while members of the bargaining unit are on layoff and if a layoff is scheduled while a temporary replacement is employed, the person or persons subject to layoff shall have the right to take the place of the temporary employee if she is capable of performing the work required and willing to perform the work which is available.

(i) In the event a position is filled on a temporary basis it must first be offered to regular employees by seniority.

ARTICLE 19 - SICK LEAVE

19:01 **Sick Leave With Pay**

Sick leave with pay is for the sole purpose of protecting employees against loss of income during periods of legitimate illness or medical appointments.

19:02 Sick leave credits will be earned as follows:

(a) Full time employees shall be credited with three (3) sick credits upon completion of probation.

(b) Full time employees shall earn one (1) sick credit for each month providing they earned wages on ten (10) days in the calendar month.

(c) Part time employees shall earn one (1) sick credit for each one hundred, sixty- two and a half (162-1/2) hours worked.

(d) Employees hired prior to January 1, 2019 will accumulate unused sick time to a maximum of thirty-two (32) days. Employees hired after January 1, 2019 till accumulate unused sick time to a maximum of twelve (12) days.

(e) "Wages" will mean any hours worked or not worked but paid for ie: vacation, paid holidays, bereavement leave, jury duty.

(f) Sick leave credits will be converted to the dollar value in effect in the month in which it was earned, the dollar amount will be recorded in the employee's sick accrual bank.

(g) Employees may draw from the dollar bank for absences due to illness until the bank accrued by the employee is exhausted.

19:03 The employer reserves the right to request proof of illness by medical certificate if absence is longer than two (2) working days, or in cases of repetitive absences of one (1) or two (2) days. The employer shall pay the full cost of any medical certificate required of an employee.

19:04(a) (i) Absences due to illness or injury compensable by Workers' Compensation shall not be charged against sick leave credits or entitlements except as provided in (ii) below.

(ii) An employee who is absent from work as a result of an illness or injury sustained at work and who is awaiting approval of a claim for Workers' Compensation may apply to the Employer to use his/her accumulated sick leave credits for a payment equivalent to the benefits he/she would receive from Workers' Compensation. Payment will be provided only if the employee provides evidence of disability and a written undertaking that any payments will be refunded to the Employer following approval of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will remain charged against the employee's sick leave credits. If the claim for Workers' Compensation is approved and the monies paid by the Employer are reimbursed to the Employer, the employee will have the sick leave credits used under this provision recredited to him/her.

(b) Sick leave pay shall not be claimed during periods of vacation, holidays, bereavement leave or other leaves of absence except as provided in (c) below.

(c) Sick leave pay may be claimed during periods of vacation or holidays if hospitalized for non-elective reasons and supported by a medical certificate verifying such hospitalization. The displaced vacation or

holiday will be taken at a later time mutually agreeable between the employer and the employee concerned.

(d) Sick leave with pay shall not be granted during the probationary period but at the end of the probationary period the employee shall have accrued compensable sick time as per Article 19:02 (a) and (b) with the appropriate dollar amounts to be put in their sick leave banks.

ARTICLE 20 - BENEFITS

20:01 The Employer agrees to pay the indicated percentage of the following items for regular full time employees (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans.

(i) The Employer shall pay at a rate of one hundred percent (100%) of the premiums involved for full time employees; and at a rate of fifty percent (50%) of the premiums involved for part time employees the following;

(a) $27,500.00 group life insurance policy covering all employees subscribing;

(b) Extended Health Care with semi private coverage;

(c) A vision care plan. **$300.00** per 24 months starting **November 21, 2025**.

Within ninety (90) days following ratification, the Employer will allow Green Shield to provide a competitive quote for benefits coverage. This in no way obliges the Employer to change insurance carriers.

(ii) For all employees a dental plan (#9) with the premiums to be paid at a rate of fifty percent (50%) by employer and fifty percent (50%) for employees subscribing. This plan will have a $25.00/$25.00 deductible and will be based on the Ontario Dental Association fee schedule with a one year lag (ie. claims for 1991 based on 1990 ODA fee guide).

Effective January 1st, 1999 premiums to be paid at a rate of sixty percent (60%) by Employer and forty percent (40%) for employees subscribing.

(iii) The employer will provide the Union with thirty (30) days notice of change in benefit carriers. But in no case will the benefits be reduced. The Union will be provided with a copy of the plan and each employee will be provided a booklet outlining the coverage of the current up-to-date benefits.

20:02 **Nursing Homes and Related Industries Pension Plan**
The parties agree to participate in the NH & RIPP pursuant to the provisions of Appendix “A” attached hereto.

ARTICLE 21 - GENERAL CONDITIONS

21:01 **Accommodation**
Accommodation, with a lock on the door, shall be provided for employees to have their meals and store and change their clothes.

21:02 **Bulletin Boards**

The Employer shall provide one (1) Bulletin Board which shall be placed in a location reasonably accessible to employees upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. However, any such notices which do not pertain to matters which are set out in this Agreement, must first be approved by the Employer prior to their posting. Such approval shall not be unreasonably withheld.

21:03 **Training Courses**

Leave of absence with or without pay may be granted to employees at the discretion of the Employer, to attend any training courses or other events which may be deemed beneficial to the employee's development, especially as it relates to his/her responsibilities with the Employer. The exercise of this discretion by the Employer shall not be the subject matter of a grievance. If the training course is required by the Employer, the employee shall suffer no loss of pay, benefits, or seniority while attending such course.

Employer to pay for CPR, first aid training, food handling/safety, and discuss any other training required from the employee.

Employer will offer and will pay for the course fee for employees to attend Diabetic Management course on the employee's own time.

21:04 **Notice**

Any notice to any employee under this Agreement may be given personally or by prepaid registered post addressed to the employee at her last address shown on the Employer's records, or by telegram and such notice shall be deemed given when delivered to the postal or telegram authorities.

21:05 **Printing of Agreement**

The cost of printing this Collective Agreement will be shared equally by the Union and the Employer.

21:06 **Retirement Age**

It is understood and agreed that employees who have attained age sixty-five (65) shall be subject to periodic review by the Employer to determine whether they are capable of performing their assigned duties.

21:07 **No Pyramiding**

In no event shall there be any pyramiding of benefits or payments under this Agreement.

21:08 The term days or working days, whenever used in this Agreement, shall exclude Saturdays, Sundays and holidays as defined herein.

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

22:01 **Health and Safety Committee**

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent injury and illness.

22:02 (a) A joint management and employee health and safety committee shall be constituted, with representation of at least half by employees from the bargaining unit, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere.

The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

Two (2) representatives from the Joint Health and Safety Committee, one (1) from management and one (1) elected from the employees, shall make monthly inspection of the workplace and equipment and shall report to the health and safety committee the results of their inspections. In the event of accident or injury, such representatives shall be notified, and if available, shall assist in investigating and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a Ministry of Labour inspector and shall have the right, if on shift, to accompany him on his inspections. Scheduled times spent in all such activities shall be considered as time worked.

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 all employees are aware of the requirement to practice universal precautions in all circumstances.

(b) Union staff or Union Health and Safety advisors or consultants shall be provided access to the workplace, with the approval of the Administrator if required to attend Health and Safety Committee meetings, or for inspecting, investigating or monitoring the workplace.

(c) Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by government agencies or the Union for instruction and upgrading on Health and Safety matters. Such time off shall be at the discretion of the Administrator and shall not be the subject matter of a grievance.

(d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers' Compensation Board relating to the number of work accidents, fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Workers' Compensation Board may decide to disclose.

(e) The Employer shall make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed.

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 all employees are aware of the requirement to practice universal precautions in all circumstances.

ARTICLE 23 – JOB SECURITY / NO CONTRACTING OUT

23:01 The employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees follows.

ARTICLE 24 – TRANSFERS / CALL-IN

24:01 **Transfers**

When an employee transfers or is transferred from one department or classification to another department or classification, whether the wage rate is equal to or higher, she or he shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be

earning less money than prior to the transfer. If the wage rate is less than the wage rate of the transferred employee she/he shall receive the corresponding rate vertically in the new classification.

24:02 When an employee who is transferred to a higher category has recent past experience with the Employer which is relevant to the higher category, the Employer shall give the employee credit for all such experience up to the maximum for the higher rated job.

24:03 For purpose of call-ins the order of priority shall be:

(1) part time employees by seniority in their department;

(2) part time employees by seniority from all other departments;

(3) full time employees by seniority in their department;

(4) full time employees by seniority from all other departments.

24:04 Any employee who is called into work as a replacement for an absent employee after that absent employee's shift has started and who completes six (6) or more hours will be paid for the full shift at the applicable rate.

24:05 **Reporting Pay**
Employees who report to work for any shift without being notified to the contrary will be guaranteed at least four (4) hours of work or if no work is available will be paid for at least four (4) hours at the applicable rate.

24:06 **Call Back**
An employee called back to work after leaving the premises who reports to work outside her normal, scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours pay at time and one-half her/his regular, straight time hourly rate. For purpose of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift only if seven and one half (7-1/2) hours worked previously.

24:07 In lieu of call back pay, an employee may take equivalent time off with pay at a mutually agreeable time within forty-five (45) days following the call back or such longer period as may be agreed upon.

ARTICLE 25 - INTERPRETATION

25:01 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies. Where the singular is used it may also be deemed to mean the plural within the appropriate context.

25:02 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement which employees are within the bargaining unit and for whom the Union is recognized as the bargaining agent.

25:03 Part time employees are hereby defined to be those persons regularly employed on the average twenty-four (24) hours or less per week and who have completed the probationary period excluding holidays, days off, scheduled days not worked, and days off on leave of absence.

25:04 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours worked falls, regardless of what calendar day any part of such shift was actually worked.

25:05 The terms "regular pay" and "straight time pay" when used in this Agreement, shall mean the amounts indicated in the wage classification as hourly earnings only and shall not include any amounts other than those hourly earnings. For greater certainty it is agreed and understood that there shall not be included in any hourly or other rate on which a multiple of time and one half (1-1/2) or any other multiple is applied for purposes of computing overtime worked, work performed on a paid holiday, vacation or otherwise, or any premium which is to be paid in accordance with this Agreement.

ARTICLE 26 - WAGES & CLASSIFICATIONS

Retroactivity
Retroactive payment to be paid within forty-five (45) days of ratification.

26:01 **Shift Premium**
All employees shall receive a shift premium of **fifteen cents (15¢)** for each hour worked on a shift commencing after 1500 hours or before 0530 hours. Shift premiums will not be paid for any hour in which an employee receives overtime payments. Shift premiums will not form part of the employee's straight time hourly rate.

Weekend Premium
An employee shall receive a weekend premium of twenty-five cents ($0.25) for each hour worked commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday. Such premium shall not form part of the employee's straight time hourly rate and will not be paid for any hour wherein overtime is paid. Effective July 6, 2024, the weekend premium will increase to thirty cents ($30).

26:02 Where, as a result of the Employer's error, an employee receives a regular pay that is less than the amount to which they would otherwise be entitled, and where the amount in error equals or exceeds the equivalent of seven and one-half (7-1/2) hours of pay, the Employer will supply a cheque no later than four (4) business days after the amount has been brought to the Employer's attention. If the amount is less than seven and one-half (7-1/2) hours of pay, the correction shall be made on the next regular pay date. For purposes of clarification, this Article shall not apply to circumstances wherein the Employer has had to estimate payroll (i.e. weeks wherein there is a holiday).

ARTICLE 27 – WORKPLACE SAFETY AND INSURANCE BOARD

27:01 The Employer agrees to supply the Union with a copy of the Workplace Safety and Insurance Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) at the same time that it is sent to the Board, (within seventy-two (72) hours after the Report of the injury). The Union shall be given opportunity to meet with the Employer to discuss and amend any errors or omissions found in the Form 7.

ARTICLE 28 - UNIFORMS

28:01 Upon implementation of uniforms it shall be understood that the full cost of the uniform package shall be paid by each individual employee.

Further, beginning the 1st calendar month preceding the receipt of uniform the employer will pay on a regular monthly basis a uniform allowance as follows:

Full time employees - $10.50 per month
Part time employees - $ 6.25 per month

Effective August 1, 2024, the following uniform allowance will apply:
Full time employee - $13.00 per month
Part time employee - $9.00 per month

Employees will comply with the uniform policy of the Retirement Residence. Uniform pay to be paid once per year on a separate cheque on the first pay period of June.

ARTICLE 29 - PAID EDUCATION LEAVE (PEL)

29:01 The employer agrees to pay into a special fund one hundred, seventy-five dollars ($175.00) on November 1st in each year of the collective agreement for the purpose of providing paid education leave. Such leave will be for upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid into a trust fund established by Unifor National Office, and sent by the employer to the following address: Unifor Paid Education Leave Program, 115 Gordon Baker Road, Toronto ON M2H 0A8

The employer further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave. The parties agree that such leave shall be limited to one (1) person at any given time unless mutually agreed to by the parties.

ARTICLE 30 - NO DISCRIMINATION / HARASSMENT

30:01 The Employer and the Union agree that pursuant to the Ontario Human Rights Code, 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 save and except those limitations set out in the Legislation.

30:02 **No Discrimination**
In accordance with the provisions of the Labour Relations Act of Ontario the parties will not discriminate because any employee was or is a member of the Union or was or is exercising any rights under this statute or under this Agreement nor will there be any discrimination based on any other factor not pertinent to the employment relationship save and except these limitations as set out in the applicable legislation.

Where the term spouse or partner is used in this Agreement, it shall mean a person to whom the employee is married or with whom the employee is living in a conjugal relationship outside marriage, including a person of the same or opposite sex.

Workplace Harassment
The employer and the Unifor are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome, that denies individual dignity and respect on the basis of the grounds such as gender,

disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which causes awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.,
- Unwanted physical conduct such as touching, patting, pinching, etc.;
- Backlash or retaliation for the lodging of a complaint with the Employer or the Union, or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech nor interfere with normal social relations.

Filing a Complaint

If an employee believes she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of unwanted behaviour;
- Inform the individual(s) that is harassing or discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to the Supervisor/Committee person or other Union representative.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser. In this event, the victim may seek assistance by reporting the incident directly to any Union representative or representative of management.

Investigation

Upon receipt of the complaint, the Supervisor or Union Committee person or representative contacted will immediately inform the Administrator and the Union Chairperson, who will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing.

A formal investigation of the complaint will then begin by the Administrator and the Union Chairperson, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

Resolution

The Administrator and the Union Chairperson will try to mutually agree on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Employer and Unifor National policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

ARTICLE 31 – VIOLENCE AGAINST WOMEN

31:01 The parties hereby recognize and share the concern that women may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate written verification if requested by the employer from a recognized professional (i.e., doctor, lawyer, professional counsellor), 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.

ARTICLE 32 - DURATION

32:01 This Agreement shall become effective January 14, **2025** to expire January 13, **2027**.

32:02 **Notice**

Notice of intent to amend this Agreement shall be given by either party to the other in writing ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new or amended Collective Agreement.

32:03 **Extension**

If pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date of this Agreement it shall be automatically extended until the conclusion of negotiations.

Dated this _____ day of _____, **202___**.

LA CHAUMIERE RETIREMENT RESIDENCE	**UNIFOR AND ITS LOCAL 2458**
Linsay Derkatz Linsay Derkatz (May 7, 2026 14:01:54 EDT)	[illegible] [illegible]ais (Apr 16, 2026 16:46:18 EDT)
Max Verbrugge Max Verbrugge (Apr 16, 2026 11:17:58 PDT)	[illegible] Dianne [illegible] 15:36:01 EDT)
[illegible]	Bonnie Nantais Bonnie Nantais (Apr 16, 2026 14:00:52 EDT)
	[illegible] Dina Rous[illegible]roz (Apr 16, 2026 13:58:47 EDT)

SCHEDULE "A" – CLASSIFICATIONS AND WAGE RATES

	14-Jan-24	**14-Jan-25**	**14-Jan-26**
	3.5% - Expired	**3.5%**	**3.0%**
Full Time			
Start	$17.20	**$17.80**	**$18.34**
6 Months	$17.71	**$18.33**	**$18.88**
1 Year	$18.85	**$19.51**	**$20.10**
2 Years	$20.63	**$21.35**	**$21.99**
(or verified equivalent years service)			
Part Time			
Start	$17.20	**$17.80**	**$18.34**
970 Hours	$17.71	**$18.33**	**$18.88**
1950 Hours or 18 months	$18.85	**$19.51**	**$20.10**
3900 Hours or 36 months	$20.63	**$21.35**	**$21.99**
(or verified equivalent years service)			
UCP			
Start	$21.00	**$21.74**	**$22.39**
6 months	$21.63	**$22.39**	**$23.06**
1 Year	$22.28	**$23.06**	**$23.75**
2 Years	$23.06	**$23.87**	**$24.58**

- Summer Relief Pay to increase with legislated student minimum wage each year.

Retroactive pay on these wage increases must be paid within 30 days of the arbitration award dated November 21, 2025.

APPENDIX "A" - NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

Section 1

Commencing October 1st, 1997 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to two percent (2%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being two percent (2%) of applicable wages.

Commencing November 1st, 1998 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to three percent (3%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being three percent (3%) of applicable wages.

Commencing October 1st, 2000 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Nursing homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Section 2

The definition of "applicable wages" for purposes of determining contributions to the Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

Section 3

"Eligible employees" shall mean all full time and part time employees, in the bargaining unit, who have six (6) months of service.

Section 4

The employer and employee contributions shall be paid by the employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.

Section 5

The Union acknowledges and agrees that other than making contributions to the Plan as set in the Article, the employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

Section 6

The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension on a timely basis with all information required pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonably require in order to properly record the process pension contributions and pension benefits.

LETTER OF UNDERSTANDING #1 – RE: CONTACT INFORMATION

The parties agree that it is the responsibility of each employee to advise the Administrator of change in address and telephone number (unlisted included).

LETTER OF UNDERSTANDING #2 – RE: PENSION

The Union and Employer understand and agree that under current pension legislation and/or regulations the Employer have no requirement to fund any deficit in Plan but is required to contribute only that amount as required by the Collective Agreement then in force between the parties.

LETTER OF UNDERSTANDING #3 – RE: PENSION

It is understood and agreed by the parties that should the current Pension legislation and/or regulations be changed to the extent that the Employers' 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 obligation exceeds that which the Employer would have if the Plan were a defined contribution Plan.

LETTER OF UNDERSTANDING #4 – RE: PENSION

The Union agree that the Trustees appointed by them shall ensure that the funds transferred from the Employers for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.

The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or as is required by law, whichever is more frequent.

LETTER OF UNDERSTANDING #5 - RE: PENSION

The information pursuant to Appendix A, Section 6 of the Collective agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the employer providing such information at reasonable cost to the Plan. If the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

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

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

For further specificity, the items required for each eligible employee by Appendix A, Section 6 of the Agreement are.

(a) To be provided once only at Plan commencement:
Date of Hire;
Date of Birth;

Date of First Remittance;
Seniority List (for purpose of calculating past service credit).

(b) To be provided with each remittance:
Name;
Social Insurance Number;
Monthly Remittance;
Pensionable Earnings.

(c) To be provided once, and if status changes:
Address to be provided to the Home;
Termination date when applicable.

(d) To be provided once if they are readily available:
Gender;
Marital Status;

LETTER OF UNDERSTANDING #6 – RE: PENSION

The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or on the amount owing by the Plan to the Employer, an auditor from the firm of Orenstein and Partners will be retained to adjudicate the issue and the auditor's cost will be shared equally by the Employer and the Plan.

LETTER OF UNDERSTANDING #7 – RE: PENSION

The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Pension Plan which may impact the Employer either financially, or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side.

LETTER OF UNDERSTANDING #8 – RE: JOB POSTINGS

The parties agree that for the duration of this collective agreement there shall be no permanent job postings from June 15th to September 15th. Such permanent vacancies shall be posted as temporary and shall be reposted as permanent on September 15th of each year.

The parties may waive this provision by mutual agreement.

Further, either party may withdraw from this agreement upon forty-five (45) days written notice to the other party.

LETTER OF UNDERSTANDING #9 – NEW CLASSIFICATIONS

Should a new classification be created by the Employer that is covered by this collective agreement, the Employer and the Union shall meet and attempt to negotiate a wage rate for such new classification. Failing settlement, the issue shall be referred to Arbitration for resolution.

LETTER OF UNDERSTANDING #10 – CASUAL EMPLOYEES

The parties agree to the employment of casual employees under the following terms:

(1) Casual employees are those employees hired on an "on call" basis only and may have scheduled hours. Casual employees shall only be utilized after all full time employees have been scheduled for seventy-five (75) hours bi-weekly (or less by mutual agreement) and available part time employees have first been scheduled their regular shifts and have then been offered all additional (replacement) hours up to seventy-five (75) hours.

A part time employee shall be deemed to be unavailable if:

(i) they have already worked or are scheduled to work seventy-five (75) hours bi-weekly.
(ii) they are already scheduled to work on the day the replacement hours are available.

(2) Casual employees shall not be utilized if:

(i) Full time employees are on lay off and/or reduced hours of work and/or;
(ii) Part time employees are on lay off and/or reduced hours of work.

(3) Casual employees will accumulate bargaining unit seniority, however they shall be placed on the casual "call in" list by date of hire, for call ins.

Once a casual employee is hired as a part time or full time employee they shall have their seniority credited back to their casual date of hire, upon completion of the probationary period.

(4) Casual employees will be assigned to a department and shall be called in by date of hire to assigned department first then to other departments should replacement hours still remain available.

(5) Casual employees shall be covered by all Articles of the Collective Agreement except Article 13:05, Article 19 and Article 24:03.

(6) Once the job posting procedure has been completed and permanent job vacancies remain, they shall be offered by seniority to casual workers in the department of the vacancy.

Casual employees will be treated the same as part time for vacation and holiday pay.

They will be scheduled shifts after part time employees have been offered up to 75 hours, the casual will be scheduled or offered.

Casual employees will be considered seniority.

LETTER OF UNDERSTANDING #11 - RE: WORKPLACE SAFETY AND INSURANCE BOARD

The parties agree that the Employer shall meet its obligations pursuant to the Workplace Safety and Insurance Act, and shall provide Workplace Safety and Insurance Board coverage for its employees. The employer agrees to reinstate Workplace Safety and Insurance Act coverage for all employees effective no later than January 1st, 2003 and that such coverage is to be maintained.

The parties further agree that there shall be an interim period prior to January 1st, 2003, or such earlier date as may be arranged, wherein the Employer shall continue to pay the premiums for private workplace insurance coverage. Subject to the definitions contained within the private workplace insurance policy, wherever the Collective Agreement references, the Workplace Safety and Insurance Board, the W.S.I.B., the Workplace Safety and Insurance Act, the W.S.I.A. and/or corresponding documentation and forms, it shall be deemed to apply to the private workplace insurance coverage.

LETTER OF UNDERSTANDING #12 – RE: CHRISTMAS EVENT

Effective November 2005, the Employer will contribute four hundred dollars ($400.00) in the month of November of each year to a fund to be administered by the Chairperson of the Union to sponsor a Christmas event for the union membership.

LETTER OF UNDERSTANDING #13 – RE: DIGNITY & RESPECT

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff are to be treated with dignity and respect. There will be not reprisal to an employee for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse.

It is agreed that when an employee is faced with a situation that they believe could legitimately be defined as the above, it may be necessary to remove themselves from the threatening situation to a safe location in the facility, immediately notifying his/her supervisor who will assess the situation and provide further direction. At no time will residents be left in a condition whereby they could pose a danger to themselves or others.

LETTER OF UNDERSTANDING #14 – RE: HEALTH CARE AIDE/PERSONAL SUPPORT WORKER

The parties agree that effective upon ratification, those employees having prior work experience as a Nurse Aide/Health Care Aide/Personal Support Worker within the Employer's operation shall, subject to the job posting procedure and applicable legislation and notwithstanding their lack of formal qualifications / certification, be eligible to fill such vacancy.

LETTER OF UNDERSTANDING #15 – RE: ACTIVITY AIDE

The parties agree that one (1) full time Activity Aide position is currently excluded from the bargaining unit and shall continue for the life of the collective agreement. Any additional Activity Aide position shall be included in the bargaining unit effective on ratification. The current part time incumbent in the position shall have seniority established from her last date of hire.

LETTER OF UNDERSTANDING #16 - RE: MINUTE OF SILENCE

(a) Minute of Silence – Montreal Massacre

The Employer agrees to allow employees one (1) minute of silence at 11:00 a.m. on December 6th of each year in observation of the women killed in the Montreal Massacre.

(b) Remembrance Day

The Employer agrees to allow employees one (1) minute of silence at 11:00 a.m. on November 11th of each year in observance of Remembrance Day.

LETTER OF UNDERSTANDING #17

Employees will be allowed to work casual in the other collective agreement.

Employees who post to either part time or full time in the other collective agreement will retain their seniority in this agreement for purposes of benefits and vacation only.

Openings in the other collective agreement will be filled by qualification and seniority from this collective agreement prior to hiring off the street.

LETTER OF UNDERSTANDING #18 – RE: MENTAL HEALTH AND COMPASSION FATIGUE IN THE WORKPLACE

The parties both agree that a psychological healthy work environment is a desirable objective for both the Employer and its employees. The Union acknowledges that it can play a role in reaching this objective.

The parties further acknowledge that one challenge is identifying psycho-social hazards in the workplace that may cause or contribute to mental health conditions, and looking for ways to eliminate them or reduce these effects. The parties must be committed to a greater awareness of mental health issues needed to break down barriers for those suffering.

It is important to raise awareness in the workplace around mental health issues and ensure managers and employees learn how to recognize a potential mental health issue and how to address the issue appropriately and professionally. It is also important for the parties to work together to help employees dealing with mental health issues such as stress, anxiety, depression, or compassion fatigue to address those issues within the professional workplace setting.

Raising awareness and knowledge are seen as key steps towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

The parties further agree to review this topic at labour management meetings as requested by either party. The discussion shall include, but not be limited to, such topics as the Region's Employee and Family Assistance Plan, the use of external consultants and internal resources to address this issue (both those available to the union and the employer), the use of spiritual counsellors (such as Chaplains), the Region's Wellness Program, etc. The aim of any discussion is intended to (but not necessarily limited to) review matters related to compassion fatigue in the workplace, scheduling practices, return to work issues, and staffing levels.

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 and their effect on the workplace.

WORKLOAD REVIEW FORM	UNIFOR
Unifor represented staff members reporting improper assignments are to complete all sections and forward copies to the Unit Chairperson and management representative as soon as possible.	
Name (print) & Classification:	
Signature:	
Occurence Date:	Time:
Workplace:	Unit:
Description of Unit:	
Was the occurence the result of (select any that apply): ☐ Short Staffing ☐ Increased census ☐ Increased client acuity ☐ Other(describe):	
I/We believe that I/we were given an assignment that was unsafe and/or inconsistent with proper patient care for the following reasons:	
Decription of Incident:	
Recommendation to Correct Problem:	
Name/Title of Supervisor Notified:	
Date/Time of Notification:	
Method of Notification:	
Supervisor Response:	
Supervisor Response Was: ☐ Adequate ☐ Inadequate	
I/We reserve the right to further this through the grievance procedure, Occupational Health and Safety Committee, or Union Management Committee if the response is not sufficent to resolve our concerns. Notwithstanding any action taken, this matter may be forwarded to the Ontairo College of Nursing for review under professional responsibility rules.	

FINAL La Chaumiere Service Contract 2025-2027

Final Audit Report 2026-05-07

Created:	2026-04-16
By:	Windsor Office (windsor@unifor.org)
Status:	Signed
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