



COLLECTIVE  
AGREEMENT

Between

**THE MAPLES HOME FOR SENIORS  
NURSING HOME**

and

**UNIFOR AND ITS LOCAL 636**

DURATION: October 1, 2019 — September 30, 2022



**COLLECTIVE  
AGREEMENT**

Between  
**CARESSANT CARE NURSING HOME AND RETIREMENT  
HOMES LIMITED OPERATING AS “THE MAPLES HOME  
FOR SENIORS — NURSING HOME”**  
(hereinafter referred to as “the Employer”)

and  
**UNIFOR AND ITS LOCAL 636**  
(hereinafter referred to as “the Union”)

**DURATION: October 1, 2019 — September 30, 2022**

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## **ARTICLE 1- PURPOSE**

1.01 The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union and the employees, which is in every respect conducive to their mutual wellbeing. The parties agree to recognize the value of joint discussions concerning workplace problems as they occur. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.

## **ARTICLE 2 - RECOGNITION**

2.01 This Agreement covers all employees of Caressant Care Nursing and Retirement Homes Limited, operating as The Maples Home for Seniors in its Nursing Home in the Township of East Zorra-Tavistock, save and except supervisors, persons above the rank of supervisor, Registered and Graduate Nurses, and office and clerical staff

- 2.02 (a) A full-time employee is an employee who is regularly employed for more than twenty-four (24) hours per week.
- (b) A part-time employee is an employee who is regularly employed for twenty-four hours per week or less.

The parties acknowledge that there are part-time employees that regularly work in excess of twenty-four (24) hours per day and that those employees, regardless of anything else in the Collective Agreement, shall not be entitled to full-time benefits or other privileges. The Employer shall not rely on anything in this paragraph to reduce the number of full-time positions in the bargaining unit.

2.03 No employee covered by this Agreement shall be required or permitted to make any agreement with the Employer which conflicts with the terms of this Collective Agreement.

2.04 The following classes of employees of the Home shall not perform work normally performed by employees in the bargaining unit unless there is an emergency or unless such work is done on “break” time (which term includes rest breaks and meal breaks) or unless such work is necessary for the purpose of instructing personnel or unless such work is part of the normal duties of any of the employees in the following list. That list is:

Registered and Graduate Nurses, supervisors, persons above the rank of supervisor, and office and clerical staff.

- 2.05 The Employer agrees that during the term of this Collective Agreement there shall not be any contracting out of any work currently being performed by members of the bargaining units, if such contracting out results in a layoff of any employees. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this Agreement.
- 2.06 The Union recognizes that the management of the Nursing Home and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, classify, direct, approve, promote, demote, transfer, lay off and retire employees;
  - (c) discharge, suspend, or otherwise discipline employees for just cause;
  - (d) determine the work to be done, the location, methods and schedules for the performance of such work;
  - (e) determine the number of employees required and the duties to be performed by each from time to time;
  - (f) make and alter from time to time reasonable rules and regulations to be observed by the employees.



Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms and provisions of this Agreement.

2.07 The Employer and the Union shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence or political affiliation or activities, or disability.

2.08 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so requires, and vice versa.

2.09 ***Labour Management Committee***

The parties agree to establish one active Labour Management Committee for both the Nursing and Retirement Homes.

The Committee shall be made up of an equal number (not less than two (2) of each) of non-bargaining unit persons, one (1) of which being the Homes Administrator and bargaining unit persons who have completed their probationary period.

The Committee shall keep minutes of its meeting and post them in the Home. A copy will be forwarded to the Union's Regional Office.

The Committee shall appoint from among themselves a chairperson and a recording secretary with such positions rotating as agreed upon by the Committee.

The Committee shall meet quarterly or less as required on advance written request of either party, with a proposed agenda of matters for discussion. Meetings will be scheduled at mutually agreed upon times, and the employees serving on the Committee shall be paid their regular rate of pay if meetings are held during their regular scheduled working times.

The Committee shall deal with all matters of mutual concern and may make recommendations to the Employer and/or the Union. The Committee is not empowered to alter or amend any of the items of this Collective Agreement or to deal with matters that are currently a subject of the grievance procedure.

Any employee or a non-bargaining unit person may refer matters to the Committee for consideration. Such referrals shall be in writing to the Committee.

After having been dealt with by the Committee, any unresolved issue(s) may be forwarded by a Committee

member to the Employers Head office. The Employer Representative (s) from its Head Office and a Union Representative will convene a meeting with the Committee, to discuss the matter. Such meeting shall take place within thirty (30) days of being referred to the Employer, unless mutually agreed by the Parties.

The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that, in all instances and circumstances, they commit themselves to the best of their ability to the happiness, security and physical and emotional well-being of the residents.

- 2.10 (a) The Union and the Employer agree to abide by the Ontario Human Rights Code.
- (b) “Harassment means engaging in a course of vexatious comment or conduct that is known or ought to be reasonably known to be unwelcome.”  
Ref. *Ontario Human Rights Code, Sec. 10(1)*.
- (c) Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer, or the Union or agent of the Union, or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of

offences, marital status, same-sex partnership status, family status or disability. Ref. *Ontario Human Rights Code, Sec. 5(2)*.

- (d) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer; agent of the employer, or the Union or agent of the Union, or by another employee. Ref. *Ontario Human Rights Code, Sec. 7(2)*.
- (e) The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.
- (f) Harassment may take many forms, including verbal, physical or visual. It may involve a threat, an implied threat or perceived as a condition of employment.

Properly discharged supervisory responsibilities, including the delegation of work assignments and/or assessment of discipline that does not undermine the dignity of the individual is in no way to be construed as harassment.

Words or actions that disparage or cause humiliation to a person in relation to one of the prohibited grounds can occur in a variety of forms including remarks, gestures, graphics or jokes.

Some examples of harassment are:

- a. Remarks, innuendoes, or taunting about a person in relation to his or her racial or ethnic background, colour, place of birth, religion, or any other prohibited grounds of discrimination;
  - b. Displaying material that is racist, derogatory or objectionable in relation to any of the prohibited grounds;
  - c. Refusing to converse or work cooperatively with an employee because of racial or ethnic background or any of the other prohibited grounds of discrimination;
  - d. Insulting gestures, graphics or jokes, based on a person's sexual orientation or any other prohibited grounds.
- (g) If an employee believes they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behavior by informing the harassing

individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, they may request the assistance of the Manager or a Union representative. If the unwelcome behaviour was to continue, the employee will consult the Employer Policy on harassment and will be free to pursue all avenues, including the complaint investigation and resolution.

The Parties agree that an employee may have a representative of the Union with them throughout the process, if requested.

The Employer will advise the employee of their right to union representation.

- 2.11 (a) The Employer shall not assign a worker to be the sole caregiver on any unit to work alone in a potentially violent situation, or with a potential violent resident.
- (b) The Employer will ensure that an adequate number of response teams are adequately equipped and available to safely respond to the incidents of violence.

The Employer shall take every precaution reasonable in the circumstances for the protection of employees under Bill 168, which currently

defines workplace violence as:

- i. “The exercise of physical force by a person against a worker in a workplace that causes or could cause physical injury to a worker.”
- ii. “An attempt to exercise physical force against a worker in a workplace that could cause physical injury to a worker.”
- iii. “A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.”

### **ARTICLE 3 - UNION REPRESENTATION**

3.01 The Union shall elect or otherwise select up to four (4) members in total from the Nursing and Retirement bargaining units, who shall function as the Union Committee. One of the representatives so selected or elected will be the Union Chairperson. The Union shall furnish the Employer from time to time with an update on current Union Committee Representatives.

The Union Chairperson will be assigned to the day shift unless mutually agreed otherwise by the parties.

If the Chairperson is not working the day shift she will exchange her shift with the least senior employee on the day shift in her classification. At the end of her tenure as Union Chairperson the employees will revert back to their original shift or the position of their last successful posting.

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

The Union Committee shall have the right at any time to have the assistance of representatives of Unifor. Normally such representatives shall have access to the Employer's premises.

The Employer agrees that the Union Chairperson shall be retained at work during any layoff or cutbacks in employment during her term of office, as long as they are qualified to perform any available bargaining unit work.

A list of current Union stewards shall remain posted at all times.



- 3.02 The Union acknowledges that stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate Supervisor. Each steward shall, with the consent of his or her Supervisor, be permitted to leave his or her regular duties for reasonable length of time to function as a steward without loss of wages as in this Agreement provided. Such consent from the Supervisor shall not be unreasonably withheld.
- 3.03 The Employer will inform all new employees of the existence of the Collective Agreement between the Employer and the Union. The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and the new employee's immediate supervisor shall introduce such new employee to his/her steward within ten (10) days of commencement of employment at which time the new employee will complete all information forms required by the Union. Such time shall be without loss of wages and shall not normally exceed ten (10) minutes.
- 3.04 Upon request of the Union, members shall be entitled to an unpaid leave of absence of five (5) days per calendar year for the purpose of attending union business, without loss of seniority and or benefits. The member will receive pay continuance from the Employer to be reimbursed by the Union, such leave

being subject to the Employer being able to staff the Home.

- 3.05 The bargaining committee shall consist of such persons as the Union shall determine. The Union shall be limited to a combined maximum of three (3) persons on the committee from amongst the two (2) bargaining units on the premises at Tavistock, Ontario for which the Union has bargaining rights with the Employer. The Employer will compensate members of the Union bargaining committee at their regular rate of pay for time they would have worked but which was spent with the Employer in negotiations up to and including conciliation.
- 3.06 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 3.07 A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by Union and who do not exercise managerial functions, and an equal number of Employer representatives. The Union will be entitled to two (2) representatives in total from the Nursing and Retirement bargaining units and, provided that the Union represents a majority of the employees at the work location, such additional representatives is greater than the total number of representatives from other unions,

and employees who are not represented by unions. Employees who are not represented by unions do not include management representatives.

- 3.08 At no time shall the number of company members be allowed to out-number the amount of union members.
- 3.09 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.
- 3.10 The Committee shall operate in accordance with the *Occupational Health and Safety Act*, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the Committee may determine.
- 3.11 Without limiting the generality of the foregoing, the Committee shall:
- i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the workplace and equipment;
  - ii) Make recommendations for the improvement of the health and safety of workers;

- iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of workers;
- iv) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union;
- v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g. OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
- vi) The Union representatives of the committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.

3.12 In the event of accident or injury, committee representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury.

- 3.13 No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.
- 3.14 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work days cases, the number of non-fatal cases that required medical aid with lost workdays, the incidences of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.
- 3.15 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour Inspector on an inspection tour of the workplace and speak confidentially with the Inspector.
- 3.16 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.
- 3.17 Employees who are not direct care employees will be made aware of special procedures required of

them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.

- 3.18 National Day of Mourning each year on April 28<sup>th</sup> at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.

3.19 ***Protective Clothing and Equipment***

The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g. gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the Committee recommends the wearing of such protective clothing and equipment, employees are obligated to comply with such recommendations(s).

3.20 ***Lockout and Machine Guarding***

The Employer shall ensure that all equipment is

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

- 3.21 Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the costs of such treatments are not covered by some other sources, the cost will be borne by the Employer.

If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to accommodation.

3.22 ***Employment of Disabled Workers***

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

3.23 ***Injured Workers Provisions***

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

- 3.24 The Employer will provide a bulletin board in each facility for the purpose of posting jobs and Union notices. Prior to posting, such notices must be submitted to the Executive Director for approval, which shall not be unreasonably withheld.

#### **ARTICLE 4 - NO STRIKES OR LOCKOUTS**

- 4.01 There shall be no strikes or lockouts as long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the *Labour Relations Act*, as amended.

#### **ARTICLE 5 - UNION MEMBERSHIP AND CHECK-OFF**

- 5.01 The Employer, upon authorization of the Union, will deduct from each employee covered by this



Agreement, an amount equal to the regular monthly Union dues designated by the Union. The Employer will also deduct any designated initiation fees.

These dues shall be remitted forthwith in accordance with the terms set out in writing by the Employer to the Union at the following address:

Unifor, Local 636  
126 Beale Street  
Woodstock ON N4S 6X5  
Attention: Financial Secretary

- 5.02 Such dues shall be deducted bi-weekly, and in the case of newly hired employees, such deductions shall commence immediately.
- 5.03 The amount of the regular monthly dues and initiation fees shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 5.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Employer harmless against any claims or liabilities arising or resulting from the operation of this Article.

5.05 The collection, deduction, and remittance of union dues and fees shall be directed to the Union as follows:

(a) The total amount deducted from each employee shall be remitted to the Union no later than the end of the third (3rd) week of the month following the month in which such deductions were made, and the Employer shall include with each remittance the following information for each employee:

- i. Name;
- ii. Gross pay;
- iii. Rate of pay;
- iv. Amount of dues deducted and remitted on behalf of the employee;
- v. Any change in employment status.

(b) Upon hiring a new employee, the Employer shall include in the next remittance the following information for the new employee:

- i. Address;
- ii. Telephone;
- iii. Date of hire;
- iv. Classification.

(c) The Employer shall annually report on an

employee's T4 form the amount of union dues and fees deducted and remitted to the Union on the employee's behalf in that year.

5.06 ***Paid Education Leave***

The Employer agrees to pay into a special fund five hundred dollars (\$500.00) annually 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 moneys are to be paid annually into a trust fund established by the National Union, UNIFOR and sent to the following address:

UNIFOR National Treasurer  
205 Placer Court  
Toronto, Ontario  
M2H 3H9

**ARTICLE 6 - PROBATIONARY PERIOD**

- 6.01 (a) Full-time employees shall serve a probationary period of three (3) calendar months.

Part-time employees shall serve a probationary period of three hundred and fifty (350) hours. Upon completion of the probationary period, an employee shall obtain seniority which shall be calculated from the employee's hiring date.

- (b) A probationary employee who goes off on Pregnancy/Parental Leave before completing her probation shall not accumulate months/hours toward completion of her probation while on her Pregnancy/Parental Leave. Upon her return she shall complete the remaining number of months/hours needed to complete her probation. Once she has gained seniority she shall be credited with the months/hours she lost while on Pregnancy/Parental Leave in accordance with the *Employment Standards Act*.

6.02 During the probationary period, an employee shall normally be interviewed by the Home's supervisory personnel to evaluate her work performance.

On or before the expiry date of the probationary period the Employer will notify the employee in writing that she will receive a permanent appointment or her employment will be terminated.

6.03 Any seniority employee who quits her employment with the Employer and is rehired within one (1) year:

- (a) in the same classification, shall not re-serve the probationary period and shall receive the after probation rate upon her return;

- (b) in a different classification, shall re-serve the

probationary period and shall receive the start rate of the new classification.

- 6.04 A lesser standard of just cause shall apply in the termination of a probationary employee.
- 6.05 Newly hired employees shall have a period of training and orientation in accordance with the Home's current policy, the length of which shall be at the discretion of management. The Home's supervisory personnel shall be responsible for training and orientation of newly hired employees; however, all staff are expected to participate in this training and orientation period.
- 6.06 Employee's work performance may, from time to time, be evaluated by the employee's supervisor or her designate. An employee will be given an opportunity to review the written evaluation and to correct any factual error(s). If an employee requests additional time to review the evaluation, a subsequent evaluation meeting will be scheduled. Prior to the evaluation document being filed, an employee may add her comment to the document. The employee is to sign the evaluation document, not for the purpose of indicating agreement, but for the purpose of indicating that she has read and understood the content to the best of his/her ability.

Evaluation meetings shall normally take place during employee's working hours.

- 6.07 The Home will endeavour to schedule in-service meetings at times other than lunch and coffee breaks. In the event an employee chooses not to attend a voluntary in-service meeting, such absence will not be the basis for discipline.

## **ARTICLE 7 - JOB CLASSIFICATIONS AND RATES OF PAY**

- 7.01 (a) Employees shall be classified and paid in accordance with Schedules A and B which are attached to this Agreement and form a part of it.
- (b) When a Dietary Aide is assigned to perform the duties of the Cook, she shall be paid the "Cook" rate at an equivalent length of service increment level for all hours from the commencement of the shift.
- (c) A Dietary Aide who performs the duties of organizing and preparing the supper meal shall be paid a premium of thirty-five cents (35¢) per hour for each hour so worked in the absence of the Food Nutrition Manager (FNM) or Cook performing such duties.

- (d) All RPNs will provide proof of renewal of their Provincial License by the end of March each year. The Home will not be obligated to schedule beyond mid-March any RPN who has not provided proof of license renewal.

### ***Recent and Related Experience***

For every one (1) year (1750 hours) of recent and related experience, prior to employment at the Maples Nursing/Retirement Home, a Registered Practical Nurse and/or Personal Support worker shall advance one (1) step up to the maximum on the wage grid (Schedule “A”).

It is necessary, in all cases for the employees to provide proof of recent and related experience, in writing, on letterhead. The change in rate of pay will go into effect the first (1st) full pay after proof is provided.

- 7.02 Full-time employees shall progress from the “start” rate to subsequent rates as set out in Schedule A on the basis of seniority. Part-time employees shall progress from the “start” rate to subsequent rates on the basis of hours worked as set out in Schedule B. Hours worked shall be defined as all hours for which payment is received.

### 7.03 ***Pay Errors***

If an employee is underpaid as a result of the employee's mistake the error will be corrected in the pay period following the date on which the underpayment comes to the Home's attention. If the employee is underpaid one (1) shift or more as a result of the Home's mistake, the Home will provide payment of the shortfall within three (3) working days from the date it is notified of an error or by mutual agreement between the Home and the employee.

An overpayment of one (1) day's shift or less will be deducted from the employee's next pay following the date the employee is notified. An overpayment of more than one (1) day's shift will be deducted in equal instalments over the following two (2) pays if a new cheque cannot be issued within two (2) calendar days. Pay and payroll will be based upon the employee's sign-in sheet.

7.04 Wages shall be paid on applicable Thursdays on a bi-weekly basis. Direct deposit information stubs shall be handed out on the employee's shifts and shall be available at the nursing home office any time after 12:00 pm noon.

7.05 In the event a new job classification is created in the bargaining unit, the parties shall negotiate wage rates for such new classifications. If the parties fail to



reach an agreement, the dispute shall be submitted to arbitration as provided for in this Agreement.

- 7.06 If an employee who is scheduled to work a normal shift reports for work and is subsequently notified that work is not available, she shall be paid for at least four (4) hours at her regular straight time rate. An employee who is scheduled to work a shift of less than four (4) hours shall be paid for all hours that she was scheduled to work but was notified that work was not available.

The above provisions shall not apply when the Home is unable to provide work for the employee because of conditions beyond the control of the Home or if an employee who is scheduled to work reports for work more than thirty (30) minutes after the start of the shift without notifying the Employer prior to the start of the shift.

The Home shall not incur any obligation under this Article if the employee has failed to keep the Home informed of her current address and telephone number.

- 7.07 When an employee returns to perform work for other than a regularly scheduled shift at the request of the Employer after completing a regular shift of work and has left the premises of the nursing home, the employee shall receive work or pay in lieu of work at

one and one-half ( $1\frac{1}{2}$ ) times her regular rate of pay for a minimum period of three (3) hours.

- 7.08 When an employee is “called-in” to complete the balance of another employee’s shift she shall receive a minimum of three (3) hours pay at the appropriate rate.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

- 8.01 The regular workday for employees shall consist of such hours paid as the employee is scheduled to work. These provisions are not meant to be a guarantee of hours per day or per any other time period or of days or shifts per week or per any other time period. The parties recognize that the Home has regular scheduled shifts of less than seven and one-half ( $7\frac{1}{2}$ ) hours and less than seventy-five (75) hours in a bi-weekly pay period.
- 8.02 The regular scheduled hours of work for all classifications shall be a maximum of seven and one-half ( $7\frac{1}{2}$ ) hours in a day, or seventy-five (75) in a bi-weekly pay period, exclusive of meal periods.
- 8.03 Overtime pay is defined as one and one-half ( $1\frac{1}{2}$ ) times the straight time hourly rate and shall be paid under the following conditions:

- (a)
  - i) in excess of seven and a half (7½) hours in a twenty-four (24) hour period, exclusive of a lunch period except for part-time employees who accept a shift with eight (8) hours off.
  - ii) in excess of seventy-five (75) hours per pay period, exclusive of lunch periods;
  - iii) in excess of seven (7) consecutive days for full-time employees, and in excess of six (6) consecutive days for part-time employees;
  - iv) on an assigned day off (other than a voluntary switch at the employee's request), for full-time employees
  - v) in excess of six (6) consecutive scheduled days for full-time employees;
  - vi) in excess of twenty (20) shifts in a four (4) week scheduling period.
- (b) There shall be no pyramiding of overtime under any provisions of this Agreement.
- (c) Overtime must be authorized prior to it being worked in accordance with the Home's current practice.

8.04 Employees shall be eligible for the following break periods, in accordance with and subject to the following:

- (a) Employees working a shift of more than five (5) hours shall receive a one-half ( $\frac{1}{2}$ ) hour unpaid lunch period to be scheduled during the middle part of a shift. Should the employee not be able to take the one-half ( $\frac{1}{2}$ ) hour lunch break during her shift, or if she is not able to take it without interruption, it shall be paid as time worked.
- (b) An employee who works four (4) hours or more shall also be entitled to one (1) fifteen (15) minute paid break. An employee who works six (6) hours or more shall be entitled to two (2) fifteen (15) minute paid breaks. Employees entitled to two (2) paid breaks may elect to combine their paid breaks into one (1) thirty (30) minute paid break.

The lunch period and breaks in (a) and (b) above shall not be interrupted except in case of emergency.

8.05 Where there is a change to Daylight Savings from Standard Time or vice versa, an employee who is scheduled and works a full shift shall be paid for the actual number of hours worked.

## ARTICLE 9 - WORK SCHEDULES AND CALL-INS

- 9.01 The Employer shall post work schedules on a four (4) week basis at least two (2) weeks prior to the effective date of the schedule.

Employees, including students, who plan to schedule time off during the posting period must submit the request in writing to the Employer at least two (2) weeks prior to the effective date of that schedule. Notification of approval or rejection of the request will be given to the employee prior to the posting of the schedule. No changes shall be made on the schedule once it is posted unless by mutual agreement. When an employee is returned to her previous position following an illness, maternity leave, WSIB, grievance settlement or arbitration award; the Employer and local committee shall agree to the necessary changes to the posted schedule. Any such agreed changes shall not be a violation of this clause.

The schedule covering Christmas and New Year's Day shall be posted as soon as reasonably possible.

- 9.02 If the majority of hours worked by an employee fall between the hours of 6:00 a.m. and 1:59 p.m., she shall be deemed to be working on the day shift.

If the majority of hours worked by an employee fall between the hours of 2:00 p.m. and 9:59 p.m., she

shall be deemed to be working on the afternoon shift.

If the majority of hours worked by an employee fall between the hours of 10:00 p.m. and 5:59 a.m., she shall be deemed to be working on the night shift.

The weekend shall be considered to be the period from Friday at 10:00 p.m. and lasting until Sunday at 10:00 p.m. Any shift for which the majority of hours worked fall between the above times shall be considered to be a Weekend Shift.

For the purpose of this Agreement, a week shall be considered to begin Sunday at 10:00 p.m. and end the following Sunday at 9:59 p.m.

### 9.03 ***Consistent Schedule***

HCA/PSWs, Personal Care Aides, and Housekeepers will be assigned work by using a “consistent schedule.” The consistent schedule is comprised of particular lines, assigned to particular employees. Each line remains constant, such that the numbers of shifts, the start times for such shifts, and the days on which the shifts in that line occur are repeated during each scheduling period. For employees within these classifications who do not hold a consistent line, the Employer shall endeavour to ensure that the available work is fairly distributed.

In the event a line is vacated by an employee, that line shall be posted and awarded to an applicant employee in accordance with Article 10.

The Union acknowledges that the Employer retains its right to increase or reduce hours, and add or eliminate lines based on resident occupancy levels, funding levels, or the creation or reduction of special programs. Such increases or reductions to the hours of work or the number of lines shall be subject to the terms of this Agreement. The Employer agrees to discuss any such changes to the hours of work, or the number of lines at a Labour Management meeting.

#### 9.04 ***No Consistent Schedule***

When developing the work schedule for classifications that do not rely on a consistent schedule, the Employer shall endeavour to assign work equitably to employees in each classification. This shall be interpreted to mean that an employee shall not be normally be assigned to work less hours during that work schedule than the next junior employee in her classification.

The parties acknowledge that an employee and the Employer may agree, in writing, to restrict the number of shifts assigned to the employee. If either the Employer or the employee desire to cancel that written agreement, they shall provide the other with

at least two (2) week's written notice and any changes resulting shall not become effective until the posting of the next work schedule.

9.05 When developing the work schedule for any department, the Employer shall abide the following;

- a. No employee shall be scheduled more than six (6) consecutive days or more than twenty (20) days in any four (4) week scheduling period except by agreement between the Home and the employees involved.
- b. The Employer will endeavour to schedule at least two (2) consecutive days off in each two (2) week period.
- c. Employees will be scheduled for at least every third (3rd) weekend off, on average, but the Employer will endeavour to arrange schedules so as to provide for every other weekend off.
- d. Except by agreement with the employee concerned, no employee shall be scheduled to work on more than two different shifts in any one (1) week. For purposes of clarification, the parties recognize there exists only three different shifts at the Home as outlined by Article 9.02.
- e. Except by agreement between the Home and the employee concerned, each employee shall have a minimum of twelve (12) hours off between shifts.



9.06 Employees may exchange working days and off days with other qualified employees providing that such requests are submitted in writing to the Employer and approved or denied by the Employer in writing. It is understood such exchange of shifts shall not be considered in the calculation of eligibility for, or payment of, overtime premiums. Approval or denial shall not be unreasonably exercised.

Exchange of shift requests must be written on forms provided by the Home and submitted twenty-four (24) hours prior to the first date of exchange. Exchange of shifts must occur during the same posted schedule(s). Once a shift has been approved it cannot be used for another shift exchange. Employees must work the shift exchange as requested and approved.

Nothing shall prevent an employee from exchanging her day off with another employee's scheduled day to work, or vice versa, (otherwise referred to as "give aways").

Exchanges, which may consist of more than one consecutive day, (which shall include "give aways") shall be limited to two (2) per pay period. The Employer shall not be responsible or liable for overtime as a result of a shift exchange.

## 9.07 ***Shift Assignment***

This Article addresses the assignment of work for the Personal Care Aides/HCAs/PSWs who are part of the “consistent schedule”. Nothing in this Article shall serve to alter, or amend the assigned “lines” that are held by employees in those classifications, nor shall it impact on lines where employees already hold shifts that do not have a twelve (12) hour break between them. The parties desire, only, to create a protocol that will guide how vacant shifts are assigned. The shift assignment protocol shall be as follows:

- a. On the Monday, two (2) weeks’ prior to the work schedule being posted, the Employer shall post a list of available shifts (the List) that need to be filled during the next four (4) week, work scheduling period. The List will remain posted for seven (7) calendar days. The “available” shifts shall include shifts from the above classifications that do not attach to a particular “line” or “consistent schedule” and those shifts that are part of another employee’s consistent schedule, but that are vacant due to vacation, float days, lieu days, etc.
- b. Staff shall identify on this List the shifts that they would like to volunteer for. All shift selections must be identified on the sheet by 12:30 p.m. of the Thursday of that same week.

- c. The Employer shall assign shifts to the most senior employee that has volunteered for each shift, and who is available to work the shift, however, no employee shall be assigned more than two (2) shifts, until all employees that have volunteered have received two (2) shifts, or unless there is an insufficient number of volunteers.
  
- d. An employee will be considered unavailable if the Employer cannot provide the requisite time off between shifts, if the employee ends up with too many shifts in a row, or if the employee would incur an overtime premium because of the shift (see Article 8.03, 9.02, 9.03, 9.05). Notwithstanding the restrictions identified herein, or by the Collective Agreement, the Employer shall permit employees to volunteer to work two (2) short shifts in the same day; however, no overtime premium shall apply for such work because of the number of hours worked in a twenty-four (24) hour period.
  
- e. If there are no volunteers for a particular shift, the Employer may assign that shift to a person in the classification who does not have a “consistent schedule”, and with regard for Articles 8.03, 9.02, 9.03 and 9.05.

- f. Any shifts that become vacant after the Employer has posted the List (described at #1 above) shall be offered as a “call-in”, pursuant to Article 9.11. As well, any shifts that become vacant while the work schedule is in effect shall similarly, be assigned by using the “call-in” protocol.

#### 9.08 ***Weekend Premium***

Employees, except students, will receive a weekend premium of twenty-five cents (25¢) per hour for all hours worked on a weekend.

Effective October 1, 2020 this amount shall increase to thirty cents (30¢) per hour for all hours worked on a weekend.

Effective October 1, 2021 this amount shall increase to thirty-five cents (35¢) per hour for all hours worked on a weekend.

#### 9.09 ***Shift Premium***

Afternoon and night shifts shall be defined as those shifts in which a major portion of hours worked occur between 2:00 p.m. and 6:00 a.m. Employees who work on an afternoon or night shift shall be paid a fifty cent (50¢) per hour premium for each hour worked. The shift premium will not form part of an employee’s straight time hourly rate.

## 9.10 ***Responsibility Premium***

When an RPN is required to work on a shift where she is the only Registered Staff in Long Term Care, she shall receive an additional seven dollars and fifty cents (\$7.50) in addition to her regular wages for the shift.

## 9.11 ***Call-ins***

The Employer shall maintain a call in list for each classification of employees, and shall identify employees on each list in order of their seniority. Generally, the call-in list will be used for all shifts that become vacant, (or for any hours added to the work schedule) after the work schedule is posted. Such work shall be offered on a rotational basis, beginning with the person listed below the last person to accept a call, and so on, until the staff shortage is filled. Where the vacancy being filled consists of more than one shift, the employee may select (1) one of the available/remaining shifts.

Each call to an employee will be recorded on a call-in sheet as “worked”, “no answer” or “refused”. “No answer” and “refused” shall be counted as “worked” for the purpose of call-in rotation.

The Employer shall by-pass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees who are available would be eligible for overtime pay. Many part-time staff have regularly scheduled shifts. Their first commitment is to those shifts.

New employees will be added to the call-in list at the time of hire. Employees may indicate at any time their desire to be added to or deleted from the call-in list.

## **ARTICLE 10 - JOB POSTING, HIRING AND TRANSFER**

### **10.01 *Job Postings, Hiring and Transfer***

It is mutually agreed that notices within the scope of the bargaining unit of any vacancy which the Employer proposes to fill, and which vacancy would occur as a result of a death, retirement, resignation, promotion, demotion or termination of employment, or by the creation of a new job, shall be posted on all bulletin boards for a period of five (5) days. If an emergency exists that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately.

Employees shall have the right to bid during such five (5) 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, skills and abilities to perform the normal requirements of the job.

Part time employees may also bid on such vacancy or new job created during the five (5) day posting. If seniority is to be determinative, then the seniority of the applicants shall be compared on the basis of date of hire.

In the event the successful applicant, during the first four (4) weeks worked in the new job, proves unsatisfactory to the Employer, or requests a return to her former position, then in either case she shall be returned to her former position without loss of seniority. The trial period may be extended by written agreement between the Employer and the Union.

The trial period applies if a full time employee successfully applies for a part time position. However, in such circumstances, then during the trial period, the full time employee shall continue to receive all of the benefits normally provided a full time employee, and not receive the benefits normally provided a part time employee.

If an individual fails to complete a trial period, and if

there are other applicants from the original posting, the most senior applicants will be considered prior to the vacancy being reposted.

It is agreed that the Employer will not be required to post the position of the person(s) filling the initial and subsequent vacancies until the trial periods as defined in \_\_\_\_\_ have exhausted.

If there are no successful applications to fill such vacancy or new job created received from employees within either bargaining unit, then the Employer may fill the vacancy or new job created in any manner it sees fit.

The Employer agrees to post on the Union bulletin board the outcome of all job postings.

Copies of all job postings, the names of all posting applicants, and the outcome of the posting will be given to the unit Chairperson upon the completion of the posting.

- 10.02 In all cases of filling a posted vacancy, the Employer will consider the applicant employee's seniority, ability and qualifications to perform the work. When the ability and qualifications to perform the work of the applicant employees involved are relatively equal, seniority will be the governing factor.



When filling a vacancy, the employer shall give preference to applicants who are able and qualified to do the work in the following order of preference:

- (a) Employees with seniority in the bargaining unit
- (b) Employees with seniority with the Employer in Tavistock
- (c) Employees who have not attained seniority
- (d) Employees who are on full lay off
- (e) Applicants from outside the employ of the Employer

If the successful candidate moves from the nursing home to the retirement home or vice-versa, she shall take all her credited seniority hours with her, and be remunerated at the rate in accordance with her seniority as per Article 10.02 and 10.05 Nursing Home and Rest Home.

10.03 Prior to the close of the posting period, employees may notify their immediate supervisor, in writing, of their interest in the vacant position. The successful applicant will be selected in accordance with Article 10.02. The Employer may fill the vacancy on a temporary basis until a permanent candidate has been selected.

10.04 The successful applicant will be placed in a trial period

of one (1) month if the position is full-time and for seventy-five (75) hours if the position is part-time. Such position shall become permanent unless:

- (a) the Employer or the employee feels that the employee is not suitable for the position and requires that she return to her former position; or
- (b) In the event of (i) above occurring, 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 re-arrangement of position shall also be returned to her former position and salary without loss of seniority.

10.05 An applicant selected to fill a vacant position shall be paid at the applicable rate.

10.06 Seniority of employees coming from the part-time bargaining unit shall be determined by converting each fifteen hundred (1,500) hours of part-time seniority into one (1) year of calendar time. Subsequent accrual of seniority shall be as per Article 13.01.

10.07 Employees who are on vacation may indicate in advance their desire to apply for a posting if such a posting should occur during their absence. In such a

case the Employer shall fill the vacancy temporarily by utilizing the call-in or shift assignment protocol described in Articles 9.07 and 9.11 of this Agreement.

An employee on an approved leave of absence, maternity or parental leave may apply for a vacant permanent position at the time the vacancy is posted. If, pursuant to the terms of Article 10.02(b), the employee is the successful applicant, the Employer shall then post and award that same position on a temporary basis for the period of time until the employee on leave returns to regular employment. The position that is vacated by the person on leave shall then be reposted as a vacant permanent position as soon as is practical, at the discretion of the Employer, but by no later than six (6) months from the date the position was permanently vacated.

## ARTICLE 11- VACATIONS AND VACATION PAY

11.01 Employees shall be entitled to vacations and vacation pay according to the following schedule:

| Period Worked<br>As of Dec. 31st  |         | Time Off   | Vacation Pay<br>(of gross earnings for<br>the period worked) |  |
|-----------------------------------|---------|--|--|--|
| Less than 1 year                  |         | 1 day/month<br>to a maximum<br>of 10 working<br>days | 4% of gross earnings<br>for period worked                    |  |
| 1 yr but less than 3 yrs          |         | 2 weeks  | 4% of gross earnings   |  |
| 3 yrs but less than 8 yrs         |         | 3 weeks  | 6% of gross earnings   |  |
| 8 yrs but less than 15 yrs        |         | 4 weeks  | 8% of gross earnings   |  |
| 15 yrs but less than 20 yrs       |         | 5 weeks  | 10% of gross earnings  |  |
| 20 yrs but<br>less than 27<br>yrs | 6 weeks | 12% of gross<br>earnings                             |  |  |
| 27 yrs or<br>more                 | 7 weeks | 14% of gross<br>earnings                             |  |  |

Part-time equivalency for period worked shall be fifteen hundred (1500) hours worked equals one (1) year. Employees not meeting the equation by their five (5) year hire date will be granted three (3) weeks' vacation.

Employees may only utilize up to three (3) weeks of their vacation entitlement during the months of July and August.

- 11.02 For the purposes of clarity, the vacation year runs from January 1st to December 31st.
- 11.03 On or by March 1 of each year, the Employer shall post a blank vacation schedule sheet. Between March 1 and April 1 each employee shall have the right to indicate on this sheet the time during which she prefers to take vacation.

The Employer shall give every consideration to the preference of employees, in accordance with their seniority, as to which time an employee desires her vacation. The final right to determine vacation time is vested in the Employer to ensure the efficient operation of the Home. The completed vacation schedule shall be posted on or about April 15. Vacation will not normally be approved between the period of December 15 to January 15 of any given year.

Vacation requests that are submitted outside of the March 1 to April 1 vacation scheduling period shall be considered on a first come, first served basis.

11.04 Employees, if entitled, shall be allowed a maximum of three (3) consecutive weeks' vacation during the summer months. An employee who is entitled to more than three (3) weeks' vacation may request in writing to take all of her vacation at any one time, only for special circumstances. Vacations must be scheduled in minimum periods of one (1) week, except, employees with more than two (2) weeks' vacation entitlement will have the option of splitting one (1) week of vacation into five (5) days. Employees with six (6) weeks' or more vacation will have the option of splitting two (2) weeks' of vacation into ten (10) days. The vacation pay for the split week shall be issued upon the request of the employee on the closest pay period and shall be issued in one (1) lump sum payment.

It is understood that during the summer months, requests for periods of one week shall take precedence over requests for individual days, if requested in accordance with the protocol outlined in 11.03.

11.05 Vacation pay shall be paid to each employee on the payday immediately prior to the commencement of her vacation. An employee entitled to a vacation during a calendar year who has not received vacation pay by December 1 of that year shall be paid vacation pay no later than December 31 of that year.

- 11.06 (a) The Employer shall endeavour to schedule an employee off either the weekend before or the weekend after the vacation period.
- (b) Prior to leaving on vacation, an employee shall be notified of the date and time on which to work following her vacation.
- (c) Vacation pay shall be paid to employees on a separate cheque(s).

## **ARTICLE 12 - HOLIDAYS**

### **12.01 *Full-time Employees***

The following days are recognized holidays with pay under this Agreement for all full-time employees who have completed their probationary period:

- (a) New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
- (b) In the event another holiday is proclaimed by statute the parties will meet to discuss whether to replace one (1) of the holidays listed in 12.01 a. above. It is understood that

the total number of holidays listed above will remain the same.

- (c) An employee who works on a paid holiday shall be paid at the rate of one and one-half (VA) times the regular hourly rate for each hour worked, in addition to regular wages for the holiday.
- (d) If a paid holiday occurs on an employee's regular day off or during the employee's vacation period, the employee will receive an additional day's pay.
- (e) In order to qualify for holiday pay, an employee must work her last full scheduled shift immediately preceding and her first full scheduled shift immediately following the holiday, unless she is ill and presents a doctor's certificate. The employee shall pay for the cost, if any, for the certificate. In addition, she must be at work at least ten (10) days during the four (4) weeks immediately preceding a holiday outlined in Article 12.01 a), and must have completed the probationary period or must have worked three (3) months, whichever comes first.

## 12.02 ***Part-time Employees***



The following days are recognized holiday with pay under this Agreement for all part-time employees who have completed their probationary period:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

In the event another holiday is proclaimed by statute the parties will meet to discuss whether to replace one (1) of the holidays listed in 12.02 a. above. It is understood that the total number of holidays listed above will remain the same.

An employee who is required to work on any of the named holidays in Article 12.02(a) will receive pay at the rate of one and one-half (1½) times the employee's regular rate of pay.

12.03 For the night shift, the holidays outlined in Article 12.01(a) and 12.02(a) shall be considered as that day on which the majority of hours are worked.

12.04 All full-time employees shall receive three (3) consecutive days off at Christmas or New Year's on an alternating, yearly basis. The Employer shall endeavor to schedule part-time employees off for three (3) consecutive days off on the same basis. In case of conflict, the administrator shall assign those

employees with the least seniority. If the schedule permits, some employees may have both Christmas and New Year's off. However, seniority shall be taken into account if such scheduling permits.

## **ARTICLE 13 - SENIORITY**

### **13.01 *Definition of Seniority***

An employee's seniority shall be measured as the total number of hours worked in the bargaining unit from her last date of hire, except as otherwise provided herein.

A new employee shall be placed on the seniority list at the end of the probationary period and her seniority shall include all hours worked since her last hire or her transfer into the bargaining unit, whichever is later.

13.02 For the purpose of an employee's progression through the wage and vacation grid and entitlement to vacation pay, as provided for in this Agreement, the Employer shall separately track each employee's length of service as follows;

- i) For full-time employees, as years' worked, or part thereof, since the last date of hire;

- ii) For part-time employees, the Employer shall track all paid hours, in the same manner that as seniority is measured.

13.03 The Employer shall maintain seniority lists and will make copies available to the Union upon request. Such seniority lists will be updated each six (6) months and posted on a bulletin board in the facility

13.04 An employee's seniority rights shall cease to exist and the employee be deemed to have been terminated if an employee:

- a. voluntarily quits the employ of the Employer;
- b. is discharged and such discharge is not reversed through the grievance procedure;
- c. is laid off for a continuous period of more than twelve (12) months;
- d. retires or is retired;
- e. overstays her leave of absence unless she has obtained permission from the Employer or provided the Employer will a satisfactory explanation;
- f. is absent for more than one (1) scheduled shift without notifying the Employer unless a valid reason is given for the failure to notify;
- g. "is absent due to work related illness or accident for a period in excess of twenty-four (24) continuous months and there is no reasonable likelihood the employee will return to work in

- the near future;”
- h. “is absent due to non-work related illness or accident for a period in excess of twenty-four (24) continuous months and there is no reasonable likelihood the employee will return to work in the near future.”
  - i. employees who are on leave of absence will not engage in gainful employment elsewhere. An employee who violates this rule will forfeit all seniority rights and may be dismissed by the Employer.

13.05 In case of layoffs, the Employer will recognize the seniority standing of each employee as the continued performance of the work permits. Ability and qualifications to perform available work being relatively equal, seniority shall prevail so that the employee having the highest seniority shall be laid off last and recalled first.

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

- If her service is greater than nine (9) years  
nine (9) weeks’ notice
- If her service is greater than ten (10) years

- ten (10) weeks' notice
- If her service is greater than eleven (11) years
- eleven (11) weeks' notice
- If her service is greater than twelve (12) years
- twelve (12) weeks' notice

### ***Layoff Procedure***

- (a) In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks' notice. This notice is not in addition to the required notice for individual employees.
- (b) i) In the event of layoff, the Employer shall lay off employees in reverse order of their seniority within their classification, provided that there remains on the job, employees who have the ability and qualifications, as required by law to perform the work.
- ii) An employee who is subject to layoff shall have the right to either:
  - a. accept the layoff; or
  - b. displace an employee who has lesser seniority in the bargaining unit if the

employee originally subject to layoff is qualified, as required by law, for and can perform the duties of the classification without training, other than orientation.

- (c) The orientation will be as needed, consistent with that provided by current practice. Such employee so displaced shall follow in accordance with Article 13.06(b).

The decision of the employee to choose i) or ii) above shall be given in writing to the Director of Administration within one (1) calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

### 13.07 ***Recall Rights***

- (a) An employee shall have the opportunity to recall from a layoff to an available opening, in order of seniority, provided he has the ability and qualifications, as required by law, to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications, as

required by law, as agreed between the parties of an employee to perform the work for the purpose of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) An employee recalled to work in a different classification from which she was laid off, shall have the privilege of returning to the position she held prior to the layoff.
- (c) No new employees shall be hired until all those laid off have been given the opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within five (5) working days after being notified unless a satisfactory reason is given. The employee is solely responsible for her proper address

being on record with the Employer.

- (e) Employees on layoff have a right of recall to their former position, and this supersedes the posting provisions of the collective agreement.
- (f) Employees shall retain rights of recall for a period of thirty-six (36) months.
- (g) Employees on recall are responsible for the maintenance of any skills and/or license to practice required for them to return to work.

#### 13.08 ***Benefits on Layoff***

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

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

13.10 Full-time employees who continue to be employed past age 65 shall be eligible for the following



benefits under the same cost sharing basis as active employees;

Life Insurance reduced by fifty percent (50%), Extended Health care, including Vision Care, Dental and Sick Leave.

In any event, once the employee reaches age 70 and continues to be employed she shall automatically receive forty cents (40¢) in lieu of all benefits and sick leave.

## **ARTICLE 14 - INSURANCE — FULL-TIME EMPLOYEES**

14.01 The Employer agrees to provide the following health and welfare benefits for all full-time employees who have completed their probationary period and who elect coverage at the applicable single or family rate:

A life insurance plan with coverage of \$30,000.00 of term life insurance for each employee. The Employer agrees to contribute one hundred percent (100%) of the premium cost.

An accidental death and dismemberment plan with coverage up to \$30,000.00 of insurance for each employee. The employer agrees to contribute one hundred percent (100%) of the premium cost.

An extended health care plan, including a drug plan (which will include mandatory generic drug substitution) and vision care at two hundred and fifty dollars (\$250.00) per two (2) years including one (1) eye examination every two (2) years, with a deductible of ten dollars (\$10.00) per individual, twenty dollars (\$20.00) per family, once per calendar year. The Employer agrees to contribute one hundred percent (100%) of the premium cost.

Dental Plan - The Employer shall implement a Blue Cross No. 9 equivalent dental plan with \$10.00/\$20.00 deductibles. Benefits shall lag the current O.D.A. fee schedule by one year, for each year. The Employer shall pay one hundred percent 100% of the premium cost.

- 14.02 (a) Eligibility for participation in the above programs and to benefits there under shall be dependent on the terms of the policies with the insurance carriers. Such terms and conditions are not to be altered from current status as of January 2020 without the agreement of the Union.
- (b) Notwithstanding any other provisions of this Collective Agreement, the Employer is not obliged to make any premium payments in respect of any employee who is on layoff or leave of absence (including union leave, etc.) in excess

of thirty (30) calendar days. Employees whose illness continues beyond the coverage herein provided shall be permitted to continue coverage at their own expense for a period of up to twelve (12) months provided the premiums are paid to the administrator prior to the beginning of each month. If timely payment is not made, coverage will cease until the employee is eligible to be covered after she returns to work.

## **ARTICLE 15 - IN-LIEU OF BENEFITS — PART-TIME EMPLOYEES**

15.01 Part-time employees covered by this Collective Agreement, except students, shall receive an amount equal to eleven percent (11%) of their respective hourly wages added to their hourly rates of pay in lieu of holiday pay and the following benefits:

Life Insurance, Accidental Death and Dismemberment, Extended Health Care Plan, Sick Leave Plan, and Dental Plan.

The part-time in-lieu of benefits shall not be payable during the probationary period except for those allowed for under the Employment Standards Act.

## ARTICLE 16 - SICK LEAVE — FULL-TIME EMPLOYEES

- 16.01 (a) Sick leave shall be for the sole purpose of protecting employees in the event of illness. On January 1 of each year, each full-time seniority employee then employed shall be credited with twelve (12) days of sick leave credits.
- (b) An employee shall be entitled to have those days absent due to sickness from her scheduled shift paid for at her normal rate for those hours she thus misses, so long as she has sick leave credits. The amount of sick leave credits shall be reduced by one (1) for each day for which the employee claims such payment.
- (c) In February of each year, each employee shall receive a fifty percent (50%) payout of those sick leave credits unused during the previous year at her then existing rate of pay.
- (d) The Employer reserves the right to request a doctor's certificate confirming her reason for absence at the Employer's cost, notwithstanding Article 12.01(e).
- 16.02 No sick leave shall be paid if and while a third party is paying income allowance (e.g. Workers' Safety Insurance Board, insurance payment for injuries suffered in an automobile accident or under

the weekly indemnity plan), and if an employee subsequently receives any such payment for a day or days for which the sick leave has been paid by the Employer, the employee shall reimburse the Employer for such sick leave payment.

## **ARTICLE 17 - ABSENCE FROM WORK AND REPORTING**

17.01 If an employee is unable to report for work, she shall give the Employer a minimum of four (4) hours' notice where possible. In case of day shift work, this time element shall be one (1) hour where possible.

17.02 An employee who is off work due to illness or injury for a short term must inform the Employer eight (8) hours in advance of her scheduled shift that she will return to work. In case of a long term absence, she must inform the Employer forty-eight (48) hours in advance of her scheduled shift that she will return to work.

Short-term absence in this Article shall mean more than one (1) day and less than eight (8) days. Long term absence in this Article shall mean more than one (1) week.

An employee may be required to obtain a doctor's certificate upon return to work after an illness that lasts longer than two (2) days.

The Employer shall be responsible for the cost of any medical documentation that they request.

- 17.03 Part-Time employees who receive a premium in-lieu of the sick leave plan, may opt to use up to five (5) individual vacation days, provided they are available to them, in instances where they are absent from work due to illness.

## **ARTICLE 18 - LEAVES OF ABSENCE AND BEREAVEMENT LEAVE**

- 18.01 An employee may be entitled to leave of absence without pay and without loss of seniority. When applying for a leave of absence, the employee must notify the Employer of the date of departure, the date of return and reasons, in writing. The Employer's response shall be in writing and the requests shall not be unreasonably denied.
- 18.02 Employees who are on leave of absence will not engage in gainful employment elsewhere. An employee who violates this rule will forfeit all seniority rights and may be dismissed by the Employer.
- 18.03 Leaves of absence will not be granted to probationary employees. Unless stated otherwise in this Agreement, an employee on leave of absence shall not receive or accrue any benefits.

18.04 (a) If an employee is bereaved of a designated spouse, parent or child, she shall be granted a leave of absence of five (5) days with pay provided the funeral is attended. Parent includes stepparent and child includes stepchild.

(b) If an employee is bereaved of a brother, sister, grandparent, grandchild, mother-in-law of father-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law, she shall be granted a leave of absence of three (3) days with pay provided the funeral is attended.

(c) If an employee is bereaved of an aunt or uncle, niece or nephew, or grandparent of spouse, she shall be granted a leave of absence of one (1) day with pay provided the funeral is attended.

18.05 If an employee is not reasonably able to attend the funeral or celebration of life because of distance and the date of the funeral or celebration of life is a scheduled workday, the employee will be granted a one (1) day leave of absence without loss of wages.

18.06 The bereavement leave shall be between the date of death and the day after the funeral. The employee may reduce the number of days bereavement in 18.05 a. and b. by one (1) day and

use that day at a later date for a memorial service or spring interment.

18.07 Bereavement pay shall apply only to days on which the employee was scheduled to work, within a seven (7) day period of the death in accordance with entitlements set out in this Article.

18.08 ***Parental / Pregnancy Leave***

The following, in part, reflects the provisions of the *Employment Standards Act* on these matters. In all cases of dispute and where the Act is amended from time to time is superior, the provisions of the Act will prevail.

- (a) An employee who is pregnant is entitled to a leave of absence of up to seventeen (17) weeks. The Employee must have been in the employ of the Employer for at least thirteen (13) weeks to qualify for the leave and for payment of the above EI benefits.
- (b) The employee shall normally give the Employer written notice of at least two (2) weeks in advance of the intended date of commencement and completion of the leave. In the case of pregnancy, the employee will provide the Employer with a medical doctor's statement of the estimated time of delivery.



- (c) Where an employee intends to return to work sooner or later than the original date, she shall give the Employer at least two (2) weeks written notice in advance. Maternity leave may extend beyond the seventeen (17) week period when recommended and certified by a medical doctor.
  
- (d) Employees are entitled to a parental leave that must begin no later than fifty-two (52) weeks after the day the child is born or comes into custody, care and control of the parent for the first time. For the employees on maternity leave, parental leave will begin immediately after the maternity leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took maternity leave and sixty-seven (67) if she did not. In all cases of parental leave, the employee must give at least four (4) weeks written notice of the intended date of commencement and completion of the leave, and if the employee intends to return sooner than the original date, the early return to work shall be subject to four (4) weeks written notice to the Employer.
  
- (e) Employees who extend their maternity/paternity leave beyond the time allowed in the current legislation as updated shall cease to accumulate seniority and have benefits terminated until their return to work unless they choose to continue their benefits under Article 14.02 (b).

- (f) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
  
- (g) Employees newly hired to replace employees who are on parental/pregnancy leaves may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Home in permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Home will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
  
- (h) Upon return to work, an employee shall be reinstated to her former position, at the start of the work schedule, provided the position still exists. If not, then to a comparable position at the same rate of pay when the leave commenced or, if it is higher, the rate the employee would have been earning had she worked through the leave.
  
- (i) An employee shall give at least two (2) weeks' notice of her intention to return to work, however,

her leave shall not end before the expiration of six (6) weeks unless other arrangements are made with the Employer.

- (j) The Home may require, on medical grounds, that the leave of absence must begin on a date earlier than that requested by the employee if, at such time the duties of her position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy, and the employee must, if requested by the Home, furnish medical proof of her fitness to resume her employment following her leave of absence.
- (k) Employees who extend their maternity / paternity leave beyond the time allowed in current legislation as updated shall cease to accumulate seniority and have benefits terminated until their return unless they choose to continue their benefits under Article 14.02 b.

#### 18.09 ***Supplemental Unemployment Maternity Benefit***

The Employer shall maintain a Supplemental Unemployment Benefits (SUB) Plan. The Plan shall provide an employee commencing pregnancy leave, as provided under this Agreement, who has applied for and is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the

*Unemployment Insurance Act*, a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings with the Employer and the sum of her weekly Unemployment Insurance benefits based on her employment with the Employer. Such payment shall commence following the completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

#### 18.10 ***Emergency/Compassionate Leave***

An employee is entitled to up to ten (10) days leave of absence per the *Employment Standards Act* as amended from time to time, without pay because of: a personal illness, injury or medical emergency; death, illness, injury or medical emergency of a specified person as defined below; or an urgent matter that concerns such a specified person. The parties agree any partial day of emergency leave to be one (1) days leave.

Specified persons are defined as:

- (a) the employee's spouse or same-sex partner;
- (b) a parent, step-parent of the employee, the employee's spouse or the employee's same-sex partner;
- (c) child, step-child or foster child of the employee, the employee's spouse or the employee's same-sex partner;
- (d) a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse or same-sex partner;
- (e) the spouse or same-sex partner of the child of the employee;
- (f) the employee's brother or sister;
- (g) a relative of the employee who is dependent on the employee for care or assistance

An employee who wishes to take emergency leave must advise her supervisor in writing. If the employee is unable to do so before beginning the leave, the employee must advise her supervisor that she is taking emergency leave as soon as possible after the leave begins.

The Employer may request the employee to provide reasonable evidence in the circumstances that she is entitled to take emergency leave.

The Employer shall grant additional compassionate

leave of at least eight (8) weeks for time spent caring for a gravely ill or dying family member. During that period, the employee will continue to accrue and maintain benefits under the Collective Agreement.

Additional leave may be made available for reasonable cause under the personal leave provisions. Such leave will not be unreasonably refused.

- 18.11 Provided that an employee provides thirty (30) calendar days' notice in writing, an employee shall be entitled to leave of absence without pay from her regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario. In the event the employee is scheduled to work the night shift immediately before the exams the Employer shall schedule the employee off.

## **ARTICLE 19 - WORKERS' COMPENSATION**

- 19.01 For an employee who is absent due to illness or injury that is compensable by the Workplace Safety and Insurance Board, the following shall apply.

The Employer shall continue to pay all health and welfare benefits for full-time employees for twenty-four (24) months after the month in which the

absence commences.

An employee shall continue to accumulate seniority rights during the entire approved WSIB leave. While an employee is on leave, the Employer shall make Employer contributions to pension, life insurance, accidental death, EHC and dental plans to a maximum of twenty-four (24) months unless the employee has advised the Employer in writing, that she does not wish to continue to make the employee contributions (if any) to such plans.

An employee will be ineligible for paid holidays, sick leave or any other benefits mentioned in this Agreement during any absence covered by WSIB except where specified otherwise. An employee's absence during which she received WSIB shall be considered as time worked for the purpose of calculating the vacation period, providing the employee returns to work within twenty-four (24) months after the injury or illness occurred.

If the anticipated length of an absence due to a compensable accident is one (1) month or more, the Employer will post notice of the vacancy in accordance with the job posting procedure. An injured employee shall have a period of twenty-four (24) months within which she shall retain seniority and shall have the right to return to her former classification provided she is physically able to perform the full job duties.

## **ARTICLE 20 - IMMUNIZATION AND VACCINATION**

- 20.01 The Employer may request all employees to voluntarily submit to annual vaccinations for influenza. Such vaccinations shall be provided at no cost to the employees and offered during regular scheduled working hours of the employees.
- 20.02 The parties agree to jointly encourage all employees to participate in the vaccination program and distribute any educational materials when made available.
- 20.03 The Employer agrees that if an employee gets sick as a result of the vaccination she may apply for WSIB.
- 20.04 Both parties recognize that employees who are unable to accept the vaccination or comparable treatment, by reason which is documented by a medical practitioner, or by reason of religious accommodation, will not be scheduled nor assigned to work during a declared outbreak by the Public Health Outbreak Team.
- 20.05 Comparable treatment (e.g. Amantadine) will not be paid for by the Employer.
- 20.06 The parties agree that employees who are unable to accept the immunization or comparable treatment because of documented medical or health reasons,



shall during an outbreak declared by the Public Health Outbreak Team, be granted time off without pay and shall not receive any disciplinary measures associated with their choice of non-participation. If an employee is placed on unpaid leave, she may use banked lieu time or vacation time, if available, in order to keep her pay whole.

## **ARTICLE 21- UNIFORMS AND APRONS**

- 21.01 Kitchen staff shall be provided with aprons free of charge if such aprons must be worn during work.
- 21.02 The Employer agrees to pay a uniform allowance in the amount of nine cents (9¢) per hour to all employees who are required to wear uniforms by the Employer. Such amount is to be added to the employee's regular pay.

## **ARTICLE 22 - JURY DUTY AND TRANSPORTATION**

- 22.01 The Employer shall reimburse an employee on jury duty for time lost. The employee must provide the Employer with a signed document from the clerk of the court stating the days in attendance and the amount of payment received from the court, and the Employer shall deduct such payments from the employee's wages.

- 22.02 It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve on jury duty.
- 22.03 An employee shall be paid twenty-five cents (25¢) per kilometre for authorized use of a personal vehicle on behalf of the Home.
- 22.04 Any provision of this Agreement which violates any requirement imposed by the Ministry of Health or any other government body, shall be deemed void.

## **ARTICLE 23 - DISCHARGE, SUSPENSION AND WARNING**

- 23.01 A discharge grievance may be filed at Step 2 of the Grievance Procedure within one (1) week of the discharge. The parties shall then confer at Step 2 of the grievance procedure within one (1) week of the filing of the grievance to discuss the matter. However, the parties may agree to waive these time limits.
- 23.02 If an employee is to be called in by the Employer to discuss a matter which could lead to her being disciplined:
- (a) She shall, unless she indicates otherwise, be accompanied by a steward. The steward shall them promptly attend without loss of wages.

- (b) Such disciplinary meetings shall normally take place during the employee's scheduled shift and the amount of time allotted for the meeting shall be appropriate to the circumstances, which gave rise to the meeting. If the employee is not at work and is not scheduled to work within three (3) days of the incident, or if the incident giving rise to the meeting is so serious that more immediate action is warranted, she may be called in at a time when she is not scheduled.
- (c) The employee and the steward may be allowed to meet for a reasonable period of time in private if such meeting is requested by either party.
- (d) When discipline is to be administered, the reason(s) for the discipline shall be communicated during the meeting and confirmed in writing to the employee within three (3) days of the meeting. The time limits for filing a grievance as per Article 23.01 shall commence when the written confirmation of discipline is received.

23.03 Verbal and written notations of discipline shall be removed from an employee's file eighteen (18) months from the date of receipt of the discipline.

Suspensions shall be removed from an employee's file twenty-four (24) months from the date of receipt of the discipline, provided no disciplinary action has been imposed in the interim.

23.04 ***Personnel File***

Upon written request, an employee shall have access to her personnel file following her shift provided two (2) business days' notice is given to the administrator or at another mutually agreeable time.

**ARTICLE 24 - GRIEVANCE PROCEDURE**

24.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee shall first give her supervisor an opportunity to adjust her complaint. If an employee has an unsettled complaint affecting herself regarding the interpretation, application, administration or alleged violation of this Agreement, the employee may take the matter up as a grievance within five (5) days after receiving an unsatisfactory reply to the complaint. No grievance may be filed where the circumstances giving rise to such grievance occurred more than seven (7) days prior to the filing, unless the matter is ongoing.

STEP 1: The employee, with the assistance of her

steward, shall present the grievance in writing to the Executive Director whose decision shall be rendered in writing within five (5) days following the presentation of the grievance at this step.

STEP 2: Failing settlement at Step 1, the Union representative may, within ten (10) days of receipt of the Executive Director's reply, request a meeting between the parties. The Executive Director shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement at Step 2 the grievance may be submitted to arbitration.

- 24.02 The reference to days means all calendar days except Saturdays, Sundays and public holidays. Any and all time limits may at any time be extended by written agreement between the Employer and the Union.
- 24.03 Any difference arising directly between the Union and the Employer relating to the interpretation, application, administration or alleged violation of this Agreement may be presented by either party as a policy grievance commencing at Step 2. A policy grievance shall not be arbitrable if the matter in dispute could have been brought as an employee grievance.
- 24.04 A Group Grievance is defined as a single grievance, signed by a steward or a Local 303 representative on behalf of a group of employees who have the

same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

- 24.05 The parties may agree to utilize the services of a Grievance Settlement Officer before a grievance is arbitrated. If such a service is not available through the Ministry of Labour, the parties may agree to jointly select a private Grievance Settlement Officer within seven (7) calendar days of the response under Step 2 or the date on which the response should be given. The cost of such an officer shall be shared equally between the Union and the Employer.

## **ARTICLE 25 - ARBITRATION**

- 25.01 When either party requests that a grievance be submitted to arbitration as provided under Article 22, it shall make such request in writing addressed to the other party to this Agreement and at the same time nominate a nominee. Within five (5) days thereafter, the other party shall nominate a nominee provided, however, that if such other party fails to nominate a nominee as herein required and unless the time has been extended by mutual agreement between the two (2) parties, the Minister of Labour for the

Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two (2) nominees so nominated shall confer immediately and shall attempt to select by agreement a chairperson of the arbitration board. If they are unable to agree upon such chairperson within a period of seven (7) days after the nomination of the second nominee, they or either of them may then request the Labour Management Arbitration Commission for the Province of Ontario to appoint a chairperson.

- 25.02 If a party fails to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings.
- 25.03 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 25.04 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expense of the chairperson of the board of arbitration.
- 25.05 The decision of the majority of the arbitration board shall be the decision of the board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the board of arbitration have the

power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of the Agreement.

In the event there is no majority decision, the decision of the chairperson shall govern.

25.06 Unless the Collective Agreement provides a specific penalty in determining a discharge case the board of arbitration shall have the authority to:

- i. affirm the Employer's action and dismiss the grievance;
- ii. set aside the penalty imposed by the Employer and restore the grievor to her former position with or without compensation;
- iii. vary or alter the penalty imposed by the Employer or make such other determination as the board in its discretion may deem just and reasonable;
- iv. to have access to the Employer's premises to view working conditions or operations that may be relevant to the resolution of the grievance.

25.07 Where the parties agree upon the selection of a single arbitrator, such person shall be substituted for a board of arbitration.



25.08 Notwithstanding the arbitration procedure outlined above, a grievance after the second step in the grievance procedure may be referred to the Ontario Labour Relations Board.

## **ARTICLE 26 - DURATION**

26.01 This Agreement shall be effective on the first (1st) day of October, two thousand and nineteen (2019) and shall remain in effect until the thirtieth (30th) day of September, two thousand and twenty-two (2022) and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from ninety (90) to thirty (30) days prior to the renewal date. Should neither party give such notice, this Agreement shall renew itself for a period of one (1) year.

26.02 All Appendices and Letters of Agreement attached to this Agreement form part of this Agreement.

DATED at \_\_\_\_\_, ON, this \_\_\_\_\_  
day of \_\_\_\_\_  
, 2020.

Signed on behalf of  
CARESSANT CARE NURSING HOME AND RETIREMENT HOMES  
LIMITED  
OPERATING AS “THE MAPLES HOME FOR SENIORS — NURSING  
HOME”

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Signed on behalf of  
UNIFOR AND ITS LOCAL 636

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## SCHEDULE "A" - CLASSIFICATIONS AND RATES OF PAY

| <b>New Pay Grid - Effective PPE June 20/20</b>   |                   |
|--|-------------------|
|  |                   |
| <b>Classification</b>                            | <b>Step</b>       |
|  |                   |
| <b>Activity, Dietary,<br/>Housekeeping Aides</b> | Start             |
|  | End Prob/350 Hrs  |
|  | 1 Year/1750 Hrs.  |
|  | 2 Years/3250 Hrs. |
|  | 3 Years/4750 Hrs. |
|  |                   |
| <b>Nurse Aide</b>                                | Start             |
|  | End Prob/350 Hrs  |
|  | 1 Year/1750 Hrs.  |
|  | 2 Years/3250 Hrs. |
|  | 3 Years/4750 Hrs. |
|  |                   |
| <b>H.C.A./P.S.W.</b>                             | Start             |
|  | End Prob/350 Hrs  |
|  | 1 Year/1750 Hrs.  |
|  | 2 Years/3250 Hrs. |

|          |                 |                 |                 |
|----------|-----------------|-----------------|-----------------|
|          |                 |                 |                 |
| 1.40%    | <b>1.50%</b>    | 1.50%           | 1.50%           |
| Oct 1/18 | <b>Oct 1/19</b> | <b>Oct 1/20</b> | <b>Oct 1/21</b> |
|          |                 |                 |                 |
| 17.42    | <b>17.68</b>    | 17.94           | 18.21           |
| 17.99    | <b>18.26</b>    | 18.54           | 18.81           |
| 19.12    | <b>19.41</b>    | 19.70           | 19.99           |
| 19.68    | <b>19.98</b>    | 20.28           | 20.58           |
| 20.30    | <b>20.60</b>    | 20.91           | 21.23           |
|          | -               | -               | -               |
| 18.07    | <b>18.34</b>    | 18.61           | 18.89           |
| 18.68    | <b>18.96</b>    | 19.25           | 19.53           |
| 19.77    | <b>20.06</b>    | 20.36           | 20.67           |
| 20.38    | <b>20.69</b>    | 21.00           | 21.31           |
| 21.01    | <b>21.32</b>    | 21.64           | 21.97           |
|          | -               | -               | -               |
| 18.31    | <b>18.58</b>    | 18.86           | 19.14           |
| 18.93    | <b>19.22</b>    | 19.50           | 19.80           |
| 20.05    | <b>20.35</b>    | 20.65           | 20.96           |
| 20.63    | <b>20.94</b>    | 21.26           | 21.57           |

|                             |                   |
|-----------------------------|-------------------|
|                             | 3 Years/4750 Hrs. |
|                             |                   |
| <b>Cook</b>                 | Start             |
|                             | End Prob/350 Hrs  |
|                             | 1 Year/1750 Hrs.  |
|                             | 2 Years/3250 Hrs. |
|                             | 3 Years/4750 Hrs. |
|                             |                   |
| <b>Activity Coordinator</b> | Start             |
|                             | End Prob/350 Hrs  |
|                             | 1 Year/1750 Hrs.  |
|                             | 2 Years/3250 Hrs. |
|                             | 3 Years/4750 Hrs. |
|                             |                   |
| <b>RPN</b>                  | Start             |
|                             | End Prob/350 Hrs  |
|                             | 1 Year/1750 Hrs.  |
|                             | 2 Years/3250 Hrs. |
|                             | 3 Years/4750 Hrs. |
|                             |                   |
| <b>Students</b>             |                   |

|       |              |       |       |
|-------|--------------|-------|-------|
| 21.24 | <b>21.56</b> | 21.88 | 22.21 |
|       | -            | -     | -     |
| 18.65 | <b>18.93</b> | 19.21 | 19.50 |
| 19.25 | <b>19.54</b> | 19.84 | 20.13 |
| 20.32 | <b>20.62</b> | 20.93 | 21.25 |
| 20.97 | <b>21.28</b> | 21.60 | 21.92 |
| 21.57 | <b>21.90</b> | 22.22 | 22.56 |
|       | -            | -     | -     |
| 19.09 | <b>19.37</b> | 19.66 | 19.96 |
| 19.67 | <b>19.97</b> | 20.27 | 20.57 |
| 20.78 | <b>21.09</b> | 21.41 | 21.73 |
| 21.45 | <b>21.77</b> | 22.09 | 22.43 |
| 22.02 | <b>22.35</b> | 22.69 | 23.03 |
|       | -            | -     | -     |
| 23.75 | <b>24.11</b> | 24.47 | 24.84 |
| 24.34 | <b>24.70</b> | 25.07 | 25.45 |
| 25.37 | <b>25.75</b> | 26.14 | 26.53 |
| 26.00 | <b>26.39</b> | 26.78 | 27.18 |
| 26.53 | <b>26.93</b> | 27.33 | 27.74 |
|       | -            | -     | -     |
| 13.80 | <b>14.00</b> | 14.21 | 14.43 |

Incremental and general increases will be effective on the beginning of the nearest pay period to the date of change.

Employees who have successfully completed the Health Care Aide/Personal Support Workers course at a community college and registered nurses, registered nursing assistants, graduate nurses and graduate registered nursing assistants working as personal care aides shall receive the Health Care Aide/Personal Support Worker rate of pay.

All Employees shall be paid the rate of pay for the classification in which they are working in accordance with their seniority.

If the Home hires Registered Nursing students or Registered Practical Nursing students they will be paid the Health Care Aide/Personal Support Worker rate of pay.

Any seniority employee who was paid a non-student classification and returns to school and continues to work will be paid the non-student rate.

### ***Educational/In-services***

If the Employer requires the employee to participate in any training or educational class/group, the employee will be paid as per their position on the wage scale and recognized as hours worked.



## ***Students***

A student is defined as a person in full-time attendance at a university, community college or high school.

Students shall be paid at the rates set out above as long as they are students as defined above. When the condition set out above is no longer met by such an employee, she shall become a regular part-time or full-time employee, as the case may be, and be entitled to receive the wages and benefits as set out for such employees.

Students shall not be eligible for the payment of in lieu of benefits.

It is understood by both parties, that in accordance with the past practice of the Home, students who become regular part-time or full-time employees, shall lose their seniority, serve a new probationary period as per Article 6.01 and shall be paid the “End of Probation” rate of the regular part or full-time job.

## SCHEDULE "B" - PENSION PLAN

### THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

Effective the first pay period immediately following [INSERT DATE HERE] the following Article shall apply.

1. In this Article, the terms used shall have the meanings as described:

.01 "Plan" is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" is defined as the basic straight time wages for all hours worked, including:

(i) The straight time component of hours worked on a holiday;

(ii) Holiday pay, for the hours not worked; and

(iii) Vacation pay.

All other payments, premiums, allowances and similar payments are excluded. "Eligible Employee" is defined as full-time and part-time Employees in

the bargaining unit who have completed (INSERT NUMBER OF HOURS HERE).

Note: The Trustees will not approve the participation of a bargaining unit if its collective agreement requires Eligible Employees to have more than 975 hours of service.] hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

- .02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to 4% of Applicable Wages to the Plan. The employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 4% of Applicable Wages to Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount. The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan 4% of Applicable Wages to a fund of the employee's choice.

The parties agree that this Article in no way prejudices the position of either party as it relates to the

retroactivity application if an error is discovered.

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

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit of the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

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

defined contribution plan.

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

- (i) ***To Be Provided Once Only At Plan Commencement***
  - (a) Date of Hire
  - (b) Date of Birth
  - (c) Date of First Contribution
  - (d) Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)
- (ii) ***To Be Provided With Each Remittance***

- (a) Name
- (b) Social Insurance Number
- (c) Monthly Remittance
- (d) Pensionable Earnings
- (e) Year to Date Contributions
- (f) Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) ***To Be Provided Once And If Status Changes***

- (a) Full Address as provided to the Employer
- (b) Termination date where applicable (MM/DD/YY)
- (c) Gender
- (d) Marital Status

(iv) ***To Be Provided Annually But No Later Than December 1<sup>st</sup>***

**(a) Current complete address listing**

- (b) Details of all absences of members from the workplace due to an injury for which the member

received Workplace Safety and Insurance Board benefits. Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- .06 The Employer agrees to be bound the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

**LETTER OF UNDERSTANDING #1**  
**Between**  
**CARESSANT CARE NURSING HOME AND RETIREMENT**  
**HOMES LIMITED OPERATING AS “THE MAPLES HOME FOR**  
**SENIORS —NURSING HOME”**  
**and**  
**UNIFOR AND ITS LOCAL 636**

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The parties to this Collective Agreement agree that from the date of notice of ratification until the expiry of the Collective Agreement, the following terms and conditions will be in effect:

The Employer will recognize the following employee as holding a full-time position:

1. Sarah Canfield

If, during the term of the Collective Agreement, any of the above employee leave the employ of the Home or their status is changed from full-time to part-time at their option, the Employer may fill the position at its own discretion.

If is further understood and agreed by the parties that the Employer has an obligation to staff the Home. If circumstances should arise during the term of this Letter of Agreement which are beyond the control of the Employer, the terms and conditions of the Collective Agreement take precedence over the terms and conditions of this Letter of Agreement only to the extent required by the circumstances.



**LETTER OF UNDERSTANDING #2**  
**Between**  
**CARESSANT CARE NURSING HOME AND RETIREMENT**  
**HOMES LIMITED OPERATING AS “THE MAPLES HOME FOR**  
**SENIORS —NURSING HOME”**  
**and**  
**UNIFOR AND ITS LOCAL 636**

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**FOOD NUTRITION MANAGER (FNM)**

Whereas previous FNMs have worked full time as FNM and Cook;

Whereas the current FNM works part time as FNM only and her Cook hours are now performed by bargaining unit employees;

It is understood that should the Home acquire a full time FNM in the future, those hours currently performed by the bargaining unit will return to the FNM.

It is further understood that the hours referred to in Item 2 (above) are not work normally performed by the bargaining unit.

**LETTER OF UNDERSTANDING #3**  
**Between**  
**CARESSANT CARE NURSING HOME AND RETIREMENT**  
**HOMES LIMITED OPERATING AS “THE MAPLES HOME FOR**  
**SENIORS —NURSING HOME”**  
**and**  
**UNIFOR AND ITS LOCAL 636**

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**LINE CREATION**

During this round of bargaining it is agreed that both parties will meet and discuss the creation of full time and part time lines on a move forward basis; with the understanding that both parties will agree to the implementation of said proposed changes if any.

**LETTERS OF UNDERSTANDING - SIGNING PAGE**  
**Between**  
**CARESSANT CARE NURSING HOME AND RETIREMENT HOMES LIMITED OPERATING AS “THE MAPLES HOME FOR SENIORS NURSING HOME”**  
**and**  
**UNIFOR AND ITS LOCAL 636**

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The parties agree to abide by the three (3) Letters of Understanding contained herein.

DATED at \_\_\_\_\_  
, ON, this \_\_\_\_\_  
day of \_\_\_\_\_  
, 2020.

Signed on behalf of  
CARESSANT CARE NURSING HOME AND RETIREMENT HOMES LIMITED  
OPERATING AS “THE MAPLES HOME FOR SENIORS — NURSING HOME”

\_\_\_\_\_  
\_\_\_\_\_

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Signed on behalf of  
UNIFOR AND ITS LOCAL 636

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