



UNIFOR
the **Union** | le **syndicat**

COLLECTIVE AGREEMENT

Between

**CARESSANT CARE NURSING HOME
OF CANADA LIMITED - WOODSTOCK**

And

UNIFOR AND ITS LOCAL 636

EXPIRY DATE: MARCH 31, 2023

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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this collective agreement through the full and fair administration of all of the terms and provisions contained herein to develop and maintain a relationship among the Union, the employer and the employees which is conducive to their mutual wellbeing.
- 1.02 The Company and Union acknowledge that within the contents of the collective agreement wherever the male pronoun is used, it will also mean the female equivalent.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for, and this collective agreement shall apply to all employees of Caressant Care Nursing and Retirement Homes Limited in the City of Woodstock, Ontario, save and except Registered and Graduate nurses, supervisors, persons above the rank of supervisor, and office and clerical staff.
- 2.02 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.
- 2.03 The words “employee” and “employees” when used throughout this agreement shall mean persons included in the above described bargaining unit.

- 2.04 (a) A full time employee is an employee who is regularly employed for more than thirty (30) paid hours per week.
- (b) A part-time employee is an employee who is regularly employed for up to thirty (30) paid hours per week. If a part-time employee works more than thirty (30) paid hours per week due to vacations, leaves of absences or illnesses, or shift exchanges the employee will remain classified as a part-time employee.
- (c) A student who is enrolled in school full time (as defined by the Ministry of Education – 210 minutes per day minimum) or employed during the school vacation. When the condition set out above is no longer met by such employee, they may post for a regular full time or part-time position.

The parties agree that when a student goes into a temporary vacancy they will return to student status upon the termination of said vacancy.

- 2.05 For the purpose of this article, the one-half (½) hour unpaid lunch break shall be considered as time in which the employee is employed.

2.06 ***Work of the Bargaining Unit***

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 as a result of absenteeism or “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 their 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.

- 2.07 Any provision of this collective agreement which violates any requirement imposed by the Ministry of Health or other government body, shall be deemed to be void.

ARTICLE 3 - CONTRACTING OUT

- 3.01 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 unit if, as a result of such contracting out, a layoff of any employees other than casual, part-time employees occurs.

This notwithstanding, the employer agrees that staffing agencies will be used only after the shifts in question have been offered to bargaining unit employees on regular time and overtime. In extenuating circumstances, where this is not feasible, the employer will communicate with the union and the parties will meet to explore ways in which the presence of staffing agency(ies) can be kept to a minimum.

The foregoing does not prevent the employer from retaining agency staff for vacancies that remain unfilled after the internal posting, although in these circumstances the employer will continue to attempt to recruit employees for these positions.

- 3.02 No full time employee covered by this collective agreement will be laid off or suffer a reduction in their regular hours of work as a direct result of any increase in the use of part-time employees.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 It is the exclusive right and function of the employer, except as modified by the terms of this agreement, to manage and control the business in every respect and to control and direct the working force.
- 4.02 Without restricting the generality of the foregoing, it is the exclusive function and right of the employer to:
- a) maintain order, discipline and efficiency;
 - b) hire, classify, direct, approve, promote, demote, transfer and lay off 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 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 provided such rules and regulations are posted. The Union and each new employee shall be given a complete set of rules and regulations under which the Home operates. Any rules cannot violate the terms of this agreement, but the parties agree that the Ministry of Health may impose rules and regulations that override the terms and conditions of this agreement.

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

ARTICLE 5 - UNION REPRESENTATION

5.01 For the purpose of representation with the employer, the Union shall function and be recognized as follows:

- a) Unifor representatives are representatives of the employees in all matters pertaining to this agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this agreement and of enforcing bargaining rights of the employees under this collective agreement or under the law of Ontario.

5.02 Unifor, through its representatives, is recognized by the employer as having the collective bargaining rights to represent employees in the bargaining unit.

- a) Three (3) committee persons and one bargaining unit chairperson are elected by the Union membership and are representatives of the employees in all matters pertaining to this collective agreement.

Unifor National and/or Local Representative will have the right to be present at all meetings dealing with any aspects of this collective agreement.

- b) The Company agrees to recognize and deal with a representative from Unifor National Office and/or an officer of Local 636 as part of the negotiating committee.
- c) The union shall inform the employer of the names of the committee in writing annually.

The employees of the home bargaining committee shall be paid by the employer, at their regular hourly rates for all time spent on negotiating a collective agreement with the employer up to and including time spent in conciliation.

The Employer agrees to schedule the chairperson or designate to hours devoted to Union matters in conjunction with their daily or weekly regularly scheduled hours in the amount of seven and one

half (7.5) hours per month. Such additional paid time for Union matters shall be in addition to such other time devoted to Union matters as provided elsewhere under this agreement in preparation for and attendance of grievance meetings, arbitration hearings and negotiations for all workplace Union representatives.

- 5.03 The Union agrees that committee members appointed by the Union shall be regular employees of the employer who have completed at least six (6) months continuous service with the employer.

Employees acting in this capacity may leave their work without loss of pay to attend to Union business on the following conditions:

- (i) such business must be between the Union and the Home;
- (ii) the time spent shall be devoted to the prompt handling of the Union business;
- (iii) the employee concerned shall obtain the permission of their immediate supervisor or administrator if the immediate supervisor is unavailable, before leaving their work, provided that such permission shall not be unreasonably withheld;
- (iv) the Company reserves the right to limit such time if it deems the time so taken to be excessive.

- (v) Committeepersons required by the Employer to attend meetings during unscheduled hours will be paid at their regular rate of pay for each hour.

5.04 The employer shall refer a new employee to a steward within ten (10) days of completing their probationary period. The steward and the employee shall be given fifteen (15) minutes off, without loss of wages, to discuss Union membership and representation.

5.05 ***Labour-Management Committee***

- (a) The employer and the Union agree to establish an active Labour-Management Committee. The Committee shall be made up of the Bargaining Committee and non-bargaining unit persons (not less than three (3), with one of the non-bargaining unit persons being the Home's Administrator. A Unifor representative and an employer representative may attend such meetings as required. The Committee shall keep minutes of its meetings. A copy of the minutes shall be posted in the Home and a copy shall be sent to the union and to the employer.

The Committee shall meet every month 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 time.

- (b) The Committee shall discuss matters of mutual concern and may make recommendations to the employer and/or the union.
- (c) The employer undertakes to inform the Committee and Unifor Representative of all planned significant changes in the work place.
- (d) The Committee is not empowered to alter or amend any of the terms of this collective agreement or to deal with matters that are currently a subject of the grievance procedure.
- (e) 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 wellbeing of the residents.

ARTICLE 6 - DISCIPLINARY MEETINGS

- 6.01 If an employee is to be called in by the employer to discuss a matter which could lead to their discipline, they shall be so advised prior to entering the meeting. They shall be accompanied by a committeeperson, who shall attend the entire

meeting without loss of wages. Employees will not have disciplinary meetings without union representation. Such disciplinary meeting shall normally take place during the employee's scheduled shift. If the issue is serious and an immediate meeting is warranted, they may be called in at a time they are not scheduled.

The employee and the steward shall be allowed to meet for a reasonable period of time in private if such meeting is requested by either party.

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 7 shall commence when the written confirmation of discipline is received.

Discipline shall take place no later than seven (7) days from the date the Employer first became aware of the incident leading to discipline. If a committeeperson is not available, the seven (7) days will be extended until a committeeperson is available.

When the conduct or performance of an employee calls for a warning by the employer, the warning shall be in writing and a copy of this warning shall be forwarded immediately to the steward and the union.

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.

All written notations of discipline shall be removed from an employee's file twelve (12) months from the date of receipt of the discipline. The only exception would be discipline for resident abuse which was not reversed by the grievance procedure. Time away from work on leave of absence in excess of one month will not be counted toward the twelve (12) month period.

Where appropriate the Employer will include on the disciplinary notation the date the Employer became aware of the incident.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The parties to this agreement recognize the stewards and Unifor representatives as the agents through which employees shall process their grievances. It is also the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.
- 7.02 Unless stated otherwise, any reference to a number of days in this agreement shall be a reference to calendar days.

- 7.03 Group Grievance is defined as a single grievance, signed by a steward and a Unifor representative on behalf of a group of employees who have the same complaint. Such a 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.
- 7.04 a) Policy Grievance is defined as a grievance that affects the interests of members of the trade union and/or the trade union, or which addresses a matter under the collective agreement which is of general interest. The procedure for Policy Grievances may not be used to by-pass the regular grievance procedure.
- Policy Grievance shall be signed by a Unifor representative and be submitted directly to the administrator of the Home via personal delivery, courier service or registered mail.
- b) The parties shall meet within one (1) week of the filing of the grievance to discuss the matter. The Home shall reply within seven (7) calendar days of the date of the meeting.
- c) For the purpose of the arbitration article this procedure shall be deemed to be Step 2 of the Grievance Procedure.

7.05 **Individual Grievance** is a single grievance in which the individual employee given has a specific interest.

7.06 **Step 1**

An employee who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement, shall discuss their complaint with their Supervisor. They may have the assistance of their steward if they desire. Such complaint shall be brought to the attention of the Supervisor within ten (10) days of the incident giving rise to the complaint. The Supervisor shall state their decision verbally within five (5) days of receiving the complaint. Should the employee be dissatisfied with the Supervisor's disposition of the complaint, they will, with the assistance of their Union Committee member, refer such matter on a written grievance as herein provided.

Step 2

In order for an individual grievance to be arbitrable, it must be filed in writing within seven (7) days of the Supervisor's answer in Step 1. The Home shall reply in writing not later than seven (7) days later. The grievor and the Steward will be notified.

The Employer and the Union will meet within seven (7) days of the Employer's written response to the Step 1 grievance.

Step 3

If the grievance is not settled under Step 2, a union representative will, within seven (7) days after the decision under Step 2 (or the day on which this decision should have been made), submit the grievance to the employer. The parties shall meet to discuss the grievance within one (1) week after this filing of the grievance. The employer shall notify the grievor and the union representative of their decision in writing within five (5) days following the said meeting.

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) No matter may be submitted to grievance mediation which has not been properly carried through the grievance procedure.
- (c) The parties shall agree on a mediator and will equally share the cost of the mediator, if any.
- (d) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall

be made and legal counsel shall not be used by either party.

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

7.07 **Employer Grievance** - The Home may file a grievance with the union. The procedure outlined for policy grievance shall apply to an employer grievance except as follows:

Such a grievance shall be signed by a representative of the Home and submitted directly to a Union representative via personal delivery, courier service or registered mail.

7.08 By mutual agreement the parties may extend the time limits set out above.

7.09 Whenever a Union Steward attends a grievance meeting during their scheduled shift, they shall be entitled to pay at straight time for the time spent at such meeting. A maximum of two (2) stewards shall be entitled to such payment for any one (1) meeting.

7.10 Under no circumstances shall the Union appoint a total of more than four (4) committeepersons under this collective agreement.

7.11 The chairperson and/or one steward at a time shall be granted time off without loss of wages to assist an employee in the presentation of a grievance during working hours and where the consent of their supervisor has first been obtained. Such consent

shall not be unreasonably withheld.

7.12 Any grievance resolved or withdrawn and that decision is subsequently appealed through the appeals procedure established by Unifor Constitution appeals procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed to the appropriate step of the grievance procedure. The Home, however, will not be responsible for any monetary liability. The Appeals Procedure must be initiated within the time limits of the Grievance Procedure. Vice-President of Human Resources will be notified, in writing, of any appeal and shall receive a written copy of the decision.

7.13 **Arbitration**

If the parties fail to settle the grievance at Step 3 of the grievance procedure, or following grievance mediation if applicable, the grievance may be referred to arbitration as follows:

Failing a satisfactory settlement in Step 3 of the grievance procedure or grievance mediation, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within ten (10) working days after the Employer's response at Step 3.

7.14 The party requesting arbitration must serve the other party with written notice of the desire to arbitrate within ten (10) days after receiving the decision given at Step 3 of the grievance procedure.

- 7.15 a) The two (2) parties shall each nominate an arbitrator within seven (7) days and each shall notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall jointly select a chairperson. If they are unable to agree on the selection of a chairperson within fourteen (14) days of their appointment, either party to the dispute may request the Minister of Labour to appoint a chairperson.
- b) All references in this Article to a board of arbitration shall apply equally to a sole arbitrator. The parties may agree to have the matter heard by a sole arbitrator. In the event they are unable to agree on a choice of a sole arbitrator, either party may request the Minister of Labour to appoint the sole arbitrator.
- 7.16 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairperson of an arbitration board or as sole arbitrator.
- 7.17 The arbitration board is to be governed by the following provisions:
- a) the arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected by it;

- b) the board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representation;
- c) the board shall not have the power to alter or amend any of the provisions of this agreement;
- d) the parties and the arbitrator shall have access to the employer's premises to view working conditions or operations which may be relevant to the resolution of a grievance;
- e) the board shall have the power to modify penalties except where a specific penalty is provided for in this collective agreement;
- f) the board shall have jurisdiction to determine whether a grievance is arbitrable;
- g) the board shall determine the real issue in dispute according to the merits and shall make whatever disposition it deems just and equitable;
- h) each of the parties shall pay one-half (½) of the remuneration and expense of the chairman of the board.

7.18 The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson of the arbitration board governs.

7.19 Notices of desire to arbitrate a dispute and of

nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

- 7.20 It is agreed that the arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in the articles dealing with grievance and arbitration procedures where the default was due to a reliance upon words or conduct of the other party.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

- 7.21 The parties will equally bear the fees and expenses of the arbitrator. Any witnesses called by the parties will be at their individual expense.

- 7.22 Any extension of the time limits may be made by either party by mutual consent, in writing.

- 7.23 Notwithstanding the arbitration provisions in the collective agreement, the union or Home may submit any grievance referred to arbitration under the arbitration provisions of the collective agreement to be arbitrator under Section 45 of *the Labour Relations Act*.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

- 8.01 During the agreement and while negotiations for a

further agreement are taking place, the Union shall not permit or encourage any strike, slowdown or stoppage of work and shall not otherwise restrict or interfere with the employer's operation through its members.

- 8.02 During the term of this agreement and the statutory extension thereof, the employer shall not lock out any of its employees.
- 8.03 The words "strike" and "lockout" are defined as in the *Labour Relations Act*.

ARTICLE 9 - UNION MEMBERSHIP AND CHECK-OFF

- 9.01 The employer 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 upon receipt of authorization from the union.
- 9.02 Such dues shall be deducted bi-weekly and, in the case of newly hired employees, such deductions shall commence on their date of hire.
- 9.03 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, upon receipt of authorization.

- 9.04 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.
- 9.05 The amounts so deducted shall be remitted monthly to the union no later than the end of the third week in the month following the month in which the dues were deducted.
- 9.06 The employer shall provide the union with the following information relating to the following matters for employees within the bargaining unit on a regular basis:
- a) a list of employees showing their names and classifications and any change of address of new employees at the time of first union dues deduction;
 - b) hirings, discharges, suspensions, resignations, retirements and deaths.

ARTICLE 10 - PROBATIONARY PERIOD

- 10.01 a) New full time employees shall serve a probationary period of three (3) calendar months. Upon completion of the probationary period, an employee shall obtain seniority based on the employee's start date.
- b) New part-time employees shall serve a

probationary period of three hundred and seventy-five (375) hours. Upon completion of the probationary period, an employee shall obtain seniority based on the employee's hiring date.

- c) A probationary employee who goes off on Maternity/Parental or Medical Leave before completing their probation shall not accumulate shifts/hours toward the completion of their probation while on Maternity/Parental or Medical Leave. Upon their return they shall complete the remaining number of shifts/hours needed to complete their probation. Once they have gained seniority they shall be credited with the shifts/hours they lost while on Maternity/Parental or Medical Leave in accordance with the *Employment Standards Act*.

10.02 Probationary employees are covered by the agreement excepting those provisions which specifically exclude such employees.

- 10.03
- a) At or near the middle of their probationary period, an employee shall normally be interviewed by the Home's supervisory personnel to evaluate their work performance.
 - b) On or before the expiry date of the probationary period the employer will notify the employee in writing that they will receive a permanent appointment or their employment will be terminated.

- c) Prior to conducting the mid-probationary employee's performance, the employer may solicit input from bargaining unit employees who have worked with the probationary employee. It is understood that this consultation is not a mandatory obligation.

A lesser standard for just cause shall apply in the termination of probationary employees.

- 10.04 a) Full time employees shall progress from the "start" rate to subsequent rates as set out in the wage schedule on the basis of seniority. Hours worked shall be defined as all hours from which payment is received.
- b) Part-time employees shall progress from the "start" rate to subsequent rates as set out in Schedule A on the basis of hours worked. Hours worked shall be defined as all hours for which payment is received.

- 10.05 Newly hired employees shall have a period of training and orientation in accordance with the Home's current practice. The Home's supervisory personnel shall be responsible for training and orientation of newly hired employees.

Newly hired employees will be eligible for call-ins only after they have completed training and all other employees in the classification have been called. Upon completion of training and orientation newly

hired employees will be added to the call-in list.

- 10.06 Employees' work performance may, from time to time, be evaluated by the employee's supervisor or their designate. The purpose of the evaluation meeting is to provide performance feedback, to exchange information and to discuss and clarify expectation. The employee is encouraged to provide feedback as well. 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 their comments 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 they have read and understood the contents. Evaluation meetings shall take place during the employee's working hours.
- 10.07 The Home will endeavour to schedule in-service meetings at times other than lunch and 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 11 - SENIORITY

- 11.01 When a seniority employee transfers or is transferred to a new classification, they shall be paid at the higher level of pay. Where they are transferred by

the employer to a lower rate of pay they shall receive no decrease in pay.

11.02 **Definition of Seniority**

- a) Full-time employees shall accumulate seniority based upon their continuous service in the bargaining unit from date of hire.

Part time employees will accumulate seniority based on date of hire, except in movement through the wage grid and vacation entitlement (unless specified otherwise i.e., by date of hire) which will be based on hours paid.

- b) An employee transferring via posting or otherwise, from a part-time to a full time position shall receive two (2) weeks of seniority for each full sixty (60) hours of seniority accumulated in their part-time position. Similarly, an employee transferring from a full time to a part-time position shall receive sixty (60) hours of seniority for each two (2) full weeks of seniority accumulated in their former position.

- 11.03 Up-to-date seniority lists checked by the union shall be prepared by the employer every six (6) months. Copies shall be posted in the Home and sent to the union office.

NOTE: Former Norvilla employees shall receive credit for their service at Norvilla for vacation entitlement.

Former Norvilla employees have an artificial seniority date of April 19, 2004, in order of their seniority at Norvilla.

- 11.04 An employee's seniority and all benefits and all seniority rights shall cease and the employee be deemed to be terminated if an employee:
- a) voluntarily quits the employ of the Home;
 - b) is laid off for a continuous period of more than twenty-four (24) months;
 - c) retires or is retired;
 - d) is absent due to work or non-work-related illness or absence for a continuous period of more than thirty-six (36) months;
 - e) is discharged for just cause and such discharge is not reversed through the grievance procedure;
 - f) fails to notify the employer of their intention to return to work within forty-eight (48) hours of notification of recall from layoff;
 - g) accepts gainful employment while on a leave of absence without first obtaining the consent of the employer in writing;
 - h) fails to return to work following recall from layoff to their first shift scheduled two (2) or more calendar days following the notice of recall if the employee was unemployed at the time of the notice of recall. The same result occurs for

any employee who is employed at the time of the notice of recall from layoff but the two (2) calendar days criterion is, in the case, extended to seven (7) calendar days. In order for an employee to claim the seven (7) calendar day time limit though, they are employed elsewhere and they must give the name and telephone number of that employer. It shall be sufficient for the employer to send a notice of recall by registered mail to the employee's last known address;

- i) is absent for more than three (3) working days without notifying the employer, unless a reasonable explanation is given for the failure to notify;

ARTICLE 12 - JOB CLASSIFICATIONS, RATES OF PAY & CALL-INS

12.01 Employees shall be classified and paid in accordance with Schedules A and B which are attached to this collective agreement and forms a part of it. It is understood and agreed that employees shall be paid at the appropriate rate of pay for the classification in which they are actually working, as outlined in Schedules A and B.

12.02 a) Current job descriptions shall be made available to employees and the union.

- b) In the event the Home creates a new classification in the bargaining unit, the parties shall negotiate wage rates for such new classification(s). If they fail to reach an agreement, the parties shall submit the dispute to arbitration as provided for in this agreement.
- 12.03
- a) Wages shall be paid by direct deposit, Thursdays, on a bi-weekly basis;
 - b) 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 first comes to the employer's attention. If the employee is underpaid by one (1) day's pay or more as a result of the employer's mistake, the employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error or by mutual agreement between the Home and the employee. Pay and payroll will be based upon the employee's sign-in sheet, provided the sign-in sheet is available during the shift(s) the employee works.
- 12.04
- a) i) When a full time employee reports for work in the normal manner and is notified that no work is available, they shall receive four (4) hours of pay provided that the employee was not previously notified by the employer more than one (1) hour before the shift

commences that no work was available, or they may be requested to perform four (4) hours; work that they would normally perform if such work is available.

- ii) If a part-time employee who is scheduled to work a normal shift reports for work and is subsequently notified that work is not available, they shall be paid for at least four (4) hours at their regular straight time rate. An employee who is scheduled to work a shift of less than four (4) hours shall be paid fifty percent (50%) of the hours that they were scheduled to work but did not work.
- b) The other provision shall not apply when the Home is unable to provide work for the employee because of conditions beyond the control of the home (i.e. an Act of God) or if an employee 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.
- c) The Home shall not incur any obligation under this Article if the employee has failed to keep the Home informed of their current address and telephone number.

12.05 **Call-In**

When an employee is “called in” for an emergency, they shall receive a minimum of four (4) hours pay at the appropriate rate. If an employee is called one (1) hour or more before they are scheduled to report for work and informed that they are not to report then the provisions of this article shall not apply.

12.06 **Call-Back**

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 leaving the premises, the employee shall receive work or pay in lieu of work at one and one-half (1½) times their regular rate of pay for a minimum period of three (3) hours.

12.07 The employer shall maintain a list of employees who wish to be available for casual call-ins quarterly. Employees on the call-in list shall be called in order of seniority beginning with the most senior employee until the staff shortage is filled. Each call will be indicated on that call-in sheet as to “worked”, “no answer”, or “refused”. Succeeding call-ins will commence with the person listed below the last person to accept the call, and so on, on a rotational basis.

When replacing an absent employee, calls to employees will start with the first name on the call-

in list following the last employee phoned for the previous call-in.

Example; employees “A”, “B” and “C” are called, there is no answer but messages are left. Employee “A” calls back before employee “D” is called. “A” would get the call-in and “D” would be the first employee phoned for the next call-in, subject to other contract restrictions.

Example; two (2) employees are going to be absent. In the example above “A” has accepted the first call-in. The Home would not go back and call “B”, but would continue to phone for the second position starting with “D”.

“No answer” and “refused” shall be counted as “worked” for the purpose of call-in rotation.

The Employer shall bypass 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 their time of hire as per Article 10.05 of this agreement. Employees may indicate at any time their desire to be added to or deleted from the call-in list.

The Employer will provide a long-term call-in list (for known shifts) and a short-term call-in list (for

immediate call-ins). When an employee and/or Ward Clerk is performing long-term call-ins and is interrupted by an immediate (short-term) call-in, they will revert to the short-term call-in list, and fill the needed shift(s) after which they will return to the long-term call-in rotation.

The parties agree the above call-in procedure may result in less senior employee receiving more shifts (call-ins) than a more senior employee. As such, this will not become a grievance.

If resolution is not possible, the call-in procedure can be terminated by mutual agreement.

It shall be the sole discretion of the employer to replace an employee who does not report for work. When necessary to serve the daily care needs of the residents, the Employer shall make every effort to call in qualified relief staff for any employee who does not report for work.

The Employer will endeavour not to call employees into work between the hours of 12:00 midnight and 5:00 a.m. except in cases of emergency.

Employees who have work restrictions (excluding restrictions covered by WSIB) shall be eligible for call-ins that are within their restrictions and or limitations.

Mutuals and Switches

It is understood that when a scheduled shift is

mutually exchanged or given away, the initiator will not be offered a call-in for the time period of the original scheduled shift.

Scheduled shifts that are mutually exchanged or given away are limited to three (3) per pay period.

- 12.08 Employees who work the shift that organizes and prepares the breakfast and/or lunch meal, will be paid for the full shift at the Cook rate. Employees who work the shift which organizes and prepares the main meal shall be paid for seven and one-half (7 ½) hours at the Cook rate.
- 12.09 Incremental wage and general wage increases will be effective on the beginning of the nearest pay period to the date of change.
- 12.10 Employees who have successfully completed the Health Care Aide course at a community college and provide the Home with written verification and Registered Nurses, Registered Practical Nurses, Graduate Nurses and Graduate Registered Nursing Assistants working as Nurse Aides shall receive the Health Care Aide rate of pay.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.01 The following provisions are not 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.
- 13.02 (a) The regular workday for full time employees

shall consist of seven and one-half (7½) hours paid for each shift. An employee shall receive a one-half (½) hour unpaid lunch break during their shift. Should the employee not be able to take the one-half (½) hour lunch break during their shift, or if they are not able to take it without interruption, it shall be paid as time worked. If possible, the lunch break shall be scheduled during the middle of the shift. The Home agrees to schedule no shifts of less than four (4) hours for all employees, except students.

- (b) The regular workday for part-time employees shall consist of such hours paid as the employee is scheduled to work. An employee working more than five (5) hour shift shall receive a one-half (½) hour unpaid lunch break during their shift. Should the employee not be able to take it without interruption, it shall be paid as time worked. If possible, the lunch break shall be scheduled near the middle of the shift.

- 13.03 a) Overtime pay is defined as one and one-half (1½) times the straight time hourly rate and shall be paid under the following conditions for all work performed:
- i) in excess of eight (8) hours (inclusive of the lunch period) in a 24-hour period except as covered in 13.08.

- ii) in excess of eighty (80) hours per pay period, inclusive 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 except in case of 13.08.
- iv) on an assigned day off (other than a voluntary switch) at the employee's request for full time employees only;
- v) within the specified "break" period defined in Article 13.06(a);
- vi) in excess of seven (7) consecutive scheduled days for full time employees only;
- vii) in excess of twenty (20) shifts in a four (4) week scheduling period.
- viii) an employee shall be entitled to any of the above provisions in whichever way provides the greater entitlement.
- ix) Article 13.04(d) shall be an exception to all of the above except (v).

Note for (iii) and (vi): Where employees accept a shift that will result in them working a double shift and fail to work that shift, this will constitute a break in the number of consecutive days required to trigger overtime entitlement under 13.04(a) (iii) and (vi).

- b) There shall be no pyramiding of overtime under any provisions of this agreement.

Part time employees who are working six (6) days in a row as the result of a mutual (Article 13.04 (d)) and are called-in, so that they are now working seven (7) consecutive days shall be paid overtime for the seventh (7th) day.

Part time employees who are working six (6) consecutive days and as the result of a mutual (Article 13.04(d)) work seven (7) consecutive days shall not be paid overtime for that seventh (7th) consecutive day.

- c) If it was to come to a job re-bid, the parties will review the night shift hours and weekly schedule.

13.04 **Work Schedules**

- a) Work schedules covering a six (6) week period shall be posted at least two (2) weeks in advance of the effective date. No changes shall be made in the schedule of the employees once the schedule has been posted unless the Employer and the employee(s) concerned agree; except for the following specific reasons: illness, WSIB, Maternity Leave, work restrictions under Job Posting language or as part of grievance and/ or an arbitration award. Employee requests for specific day(s) off must be submitted in

writing for the approval of the administrator or their designate one (1) week in advance of the posting.

The Christmas/New Year's schedule shall be posted no later than the second Friday of November. This schedule shall be in effect to at least the Sunday following New Years. The parties recognize this accommodation can result in schedules shorter or longer than six (6) weeks for the schedule preceding the Christmas/New Year's schedule.

- b) The employer will endeavour to schedule hours of work equitably among the part-time employee in the classification not on a master schedule. Under normal circumstances a senior employee shall not be scheduled fewer hours than a less senior employee in the same classification, provided the employees in question are equally able, willing and available to work.

An employee who asks not to be scheduled for more than three (3) days in a bi-weekly pay period may not be scheduled equal or more hours than a less senior employee in that bi-weekly period.

For employees not on a "Master Schedule" who request a weekend or part of a weekend off (on

which they are scheduled to work) the following shall apply:

- i) The Home will not split the weekend; the employee will have both days off.
 - ii) The request shall count as two (2) of the days in 13.04 (b) second paragraph.
 - iii) When booking a day off on a weekend the employee will be available for call-in on the day they had not requested off.
- c) Employees will be scheduled for at least every third (3rd) weekend off on average, weekend meaning Saturday at 7:00 a.m. to Monday at 7:00 a.m. The Employer will endeavour to arrange schedules so as to provide for two (2) in three (3) weekends off for full time employees and every other weekend off for part-time employees. For employees scheduled on the night shift, the weekend will be defined as starting Friday at 7:00 a.m. and lasting until Sunday at 11:00 p.m.
- d) In the event that employees wish to exchange workdays and off days, they shall normally complete a form designated for this use and submit it to the Immediate Manager. Mutuals between employees shall normally be arranged in the same six-week schedule. Approval for mutuals between employees in the same

classification shall not normally be denied. Such requests must normally be submitted in writing sixty (60) hours (excluding long weekends- 4 days) in advance of the requested exchange. The Employer shall not be responsible or liable for overtime rate claims that might arise or accrue as a result of such exchanges.

Mutuals will be limited to three (3) exchanges per pay period and will not be unreasonably denied. All exchanges must be approved or denied by management. Exchange will be for an equal number of shifts and in the same schedule. Once an employee has been granted an exchange by the Employer, neither the employee nor their partner may use that exchange for another request, but must work it.

For clarity the mutual exchanges will be credited to the employee requesting the mutual exchange, not the employee agreeing to the exchange. For further clarity, giveaways will not be counted as mutual exchanges. Giveaways will only be granted under unusual circumstances (i.e. emergencies). In determining the granting of giveaways, the Employer agrees not to act in an unfair or arbitrary manner.

Should either party suspect abuse of the mutual exchange provision (i.e. using exchange/ giveaways to avoid working a particular shift or

day) a meeting will be convened to investigate and resolve any potential problems.

The home will normally respond within three (3) calendar days. Such requests for the day following a Paid Holiday must be submitted seven (7) calendar days in advance of the requested exchange.

- e) A steward shall receive a copy of all departmental schedules on the day of posting.
- f) Employees who wish to challenge their assigned hours and/or days or work in any schedule will bring these to the attention of management within two (2) weeks of the schedule being posted. After that period the schedule will be deemed correct. Any bona fide errors or omissions that are brought to management's attention after this period will be corrected on the following schedule. For employees returning from leave the two (2) week deadline will be extended to the date of return, and management is available.

13.05 If an employee starts work between the hours of 6:00 a.m. and 1:59 p.m. they shall be deemed to working on the day shift.

If an employee starts work between the hours of 2:00 p.m. and 9:59 p.m. they shall be deemed to be working on the afternoon shift.

If an employee starts work between the hours of 10:00 p.m. and 5:50 a.m. they shall be deemed to be working on the night shift.

The parties recognize that there may be a requirement to change existing shift patterns or establish alternate shift patterns in the future. The employer will notify employees affected by such changes not less than two (2) weeks prior to implementation.

13.06 **Rest Breaks**

- a) All shifts in the full time bargaining unit shall include a half ($\frac{1}{2}$) hour unpaid lunch period and two (2) fifteen (15) minute rest periods. Except in case of emergency, employees shall be allowed to take their lunch and rest periods without interruption, at times scheduled by the Employer in a non-working environment. All shifts of seven (7) or more hours' duration shall include a one-half ($\frac{1}{2}$) hour unpaid lunch period and two (2) fifteen (15) minute rest periods with pay. Each employee who works less than seven (7) hours but more than five (5) hours shall receive a one-half ($\frac{1}{2}$) hour unpaid meal break and one (1) fifteen-minute rest break with pay. Each employee who works five (5) hours or less shall receive only one (1) fifteen (15) minute rest break with pay. Employees working less than two and a half ($2\frac{1}{2}$) hours will not receive a

break. Except in case of emergency, employees shall be allowed to take their lunch and rest periods without interruption, at times scheduled by the Employer. Breaks shall be offered in a room where no residents are.

- b) Employees who work a double shift shall receive two (2) fifteen (15) minute rest breaks and a one-half (½) hour unpaid lunch break during which the Home will provide a hot meal. For each additional two (2) hours worked beyond the hours outlined in 13.06 (a) and (b), an employee shall receive a paid fifteen (15) minute rest break in a non-working environment, as delineated in (a).

- 13.07
- a) No employee shall be scheduled to work on more than two (2) different shifts in any one (1) week. For purposes of clarification, the parties recognize there exists only three (3) different shifts at the Home as outlined by clause 13.05.
 - b) No part-time employee shall work more than six (6) consecutive days or more than twenty (20) days in any four (4) weeks scheduling period. This requirement shall not apply in the pay periods which include December 24 to January 3.
 - c) Each employee shall have a minimum of twelve (12) hours off between scheduled shifts and eight (8) hours off before a call-in.

d) For the purpose of this agreement, a week shall be considered to begin Sunday and end the following Sunday.

13.08 For the purpose of scheduling days off, an employee working from 11:00 p.m. to 7:00 a.m. shall be deemed to have worked on the day in which the most hours worked fall.

13.09 Full time employees who are required to work on an assigned day off (except if such work is performed as a result of a voluntary switch in hours with another employee or unless the employee requests more time) may receive either:

- a) pay at the rate of one and one-half (1½) times their straight time hourly rate for all hours worked, or
- b) pay at their regular rate for all hours worked and an additional day off without pay provided the shift is off.

13.10 **Shift Premium**

Employees who work on an afternoon or night shift in which the majority of hours worked occurs between 1600 and 0700 hours, shall be paid effective the first pay period after ratification fifty cents (\$0.50) per hour premium for each hour worked. Shift premium will not form part of an employee's straight time hourly rate.

13.11 **Weekend Premium**

All employees, except students, shall be paid fifty cents (\$0.50) per hour effective on ratification for all hours worked from Friday at 11:00 p.m. to Sunday at 11:00 p.m.

13.12 **Responsibility Allowance**

- a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit, the employee shall receive an allowance of eight dollars (\$8.00) for each shift in year one and eight dollars and fifty cents (\$8.50) in year two.
- b) Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN, the employee shall receive an allowance of eight dollars (\$8.00) for each shift in year one and eight dollars and fifty cents (\$8.50) in year two.
- c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

e) The Employer agrees to pay the RN responsibility premium to the RPN when only one RN is working the afternoon shift and the midnight shift.

f) **Recent and Related Experience**

For every one (1) year (1950) of recent and related experience, prior to employment with Caressant Care, Woodstock, a Registered Practical Nurse shall advance one (1) step on the wage grid (Schedule A).

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

13.13 **Shift Exchange Agreement**

Employees on Master Schedule desiring to mutually exchange shifts will be required to meet the following requirement:

1. Only employees in the same classification may exchange shifts provided both employees can perform the respective jobs.
2. Employees on the master schedule who wish to switch shifts pursuant to Article 13.13 will have the opportunity to do so twice yearly. Requests for long term shift switches may be made by February 1 to be effective in March and by September 1 to be effective in October.

3. The written request will contain the names, the line numbers, the shifts, and the start and end dates of the affected employees involved in the exchange and their signatures.
4. Any changes in the work schedule will cancel the mutual shift exchange agreement.
5. The Company will endeavour where practical to accommodate employees who wish to mutually exchange shifts but it remains the Company's prerogative to deny or cancel such request when the departments' needs are impaired in any way, or if there is any objection by either employee or the Union. Two (2) weeks' notice must be given by the effected parties for cancellation.
6. Any employees participating in the exchange who suffers any inequity of earnings or any other provision or benefit because of the exchange; such matters will not be subject for complaint. On the other hand, should the exchange have an adverse effect on any other employee(s) or give cause to contravention of any provisions of the Collective Agreement the right of the individual's exchange shall be disallowed.

13.14 **Activation Department**

If an employee works the weekend they will be scheduled to the paid holiday preceding or following the weekend.

ARTICLE 14 - JOB POSTINGS AND VACANCIES

- 14.01 In this article a vacancy means a position of employment within the bargaining unit which is not filled but does not include any such position which is expected to be of four (4) weeks' or less duration.
- 14.02 When a vacancy occurs, the Home shall post a notice of such vacancy on the bulletin board(s), within five (5) working days. The notice shall include:
- a) a summary of the duties and responsibilities of the position;
 - b) the hourly wage rate and hours
 - c) the starting time(s) of the shifts; if applicable
 - d) the department and classification;
 - e) the starting date; and
 - f) the qualifications required.
- 14.03 When filling any vacancy, the employer shall give preference to an applicant employee within the Nursing Home with the most seniority provided such employee has the skill, qualification and ability to perform the required work.
- 14.04 A vacancy shall be posted for seven (7) calendar days or less if agreed between the Administrator and Unifor chairperson. Applicants must notify the administrator or their designate within that time to be eligible for the position. The Union chairperson

will be notified of all job postings and the chosen applicant.

- 14.05 a) The successful applicant shall be placed in a trial period for a period of one (1) month if the position is full time and for seventy-five (75) hours if the position is part-time. The position shall become permanent and the employee shall lose all claims to their previous position (including scheduled and call-in hours) unless:
- i) the employer feels that the employee is unable to perform duties as required for the position and it is required that they return to their former position; or
 - ii) the vacant position is in a different job classification; then the successful applicant may exercise the option of returning to their previous position.
- b) In the event the position does not become permanent, the employee will return to their former position and salary without loss of seniority.

Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

- 14.06 An applicant selected to fill a vacant position shall be paid as follows:

The successful candidate will be paid the rate of the classification they bid in accordance with their seniority in Schedule A.

If a part-time employee is covering a full time position they will have the option of full time benefits if the vacancy is three (3) months or longer.

14.07 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.

14.08 A vacancy created by a posting shall be subject to only one (1) further posting.

14.09 Until the vacancy is filled via the above manner, the Home may fill the position as it deems appropriate.

14.10 In the event the Employer requests an employee to be transferred to any of the below mentioned positions outside the bargaining unit, the employee shall have the right to refuse. The positions are: registered and graduate nurses, office and clerical staff, supervisors and persons above the rank of supervisor.

14.11 **Temporary Vacancies**

If an employee notifies the Home in writing that they will be absent for more than four (4) consecutive weeks but less than one (1) year the Home will post the vacancy as per Article 14.01 to 14.10 above.

Should the absent employee not inform the Home in writing of the length of their absence the Home shall fill the shifts as per its current practice.

- 14.11 (a) Once the home is notified that an employee will be away, as per article 14.11 above; the Employer will post the job as temporary, but with language what will reflect, and “It may become permanent.”
- 14.11 (b) An employee who is away from their job as per article 14.11 and/or the leave of absence provisions; while on the leave may apply once to a job posting while on leave. Once the employee on leave returns from the leave they must go and try the job they applied for while on leave as per article 14.05.
- 14.11 (c) If the temporary position that an employee on leave apply for and was awarded becomes permanent, the employee will remain in that position on a permanent basis unless they decide, under Article 14.05, to return to their former position or they are return to their former position by their employer as per Article 14.05 (a).

ARTICLE 15 - ABSENCE FROM WORK AND REPORTING

- 15.01 If an employee is unable to report for work they shall, if possible, give the Employer four (4) hours’

notice. Employees scheduled to start work between the hours of 6:00 a.m. and 10:00 a.m. shall, if possible, give the Employer one (1) hours' notice.

- 15.02 In case an employee is off work due to illness or injury for a "short" term, the employee must inform the Employer twenty-four (24) hours in advance of their scheduled shift of their return to work. In case of a "long" term absence, the employee must inform the Employer forty-eight (48) hours in advance of their scheduled shift of their return to work.

"Short" term absence in this article shall mean one (1) day and less than four (4) days.

"Long" term absence in this article shall mean more than three (3) days long.

- 15.03 Employees shall not be required to provide a doctor's note substantiating illness unless the absence is more than three (3) consecutive scheduled workdays or unless the employer has reasonable grounds to suspect abuse.

- 15.04 Employees who are off work due to illness or injury, and it comes to the attention of management that they are gainfully employed elsewhere or performing actions contrary to their reported malady, will be terminated immediately.

ARTICLE 16 - VACATIONS

- 16.01 a) Employees will be requested to record their

vacation schedule preference on a sheet to be posted from February 1st to March 15th at 11:59 p.m. of each year. Approved vacation schedule shall be posted by April 7th annually.

- b) Employees, if entitled shall be allowed a maximum of three (3) consecutive weeks' vacation from Victoria Day to Labour Day. An employee who is entitled to more than three (3) weeks' vacation may request in writing to take all of their vacation at any one time, only for a special circumstance.
- c) For purposes of clarity, the vacation year runs from July 1st of one year to June 30th the following year for posting purposes.
- d) The Employer shall endeavour to schedule an employee off either the weekend before or the weekend after the vacation period.
- e) Employees wishing to take vacation during the period from Victoria Day through to Labour Day must schedule their time off as Monday to Friday. In addition to this time employees will receive the weekend after their vacation week.

Furthermore, vacation requests outside of the above noted period (during the period after Labour Day to the day prior to Victoria Day) will be requested at the employee's choice, and do not have to follow the Monday to Friday regiment as outlined above.

For example, employees may request Tuesday to the following Monday, Thursday to the following Wednesday, etc. inclusively as time off for vacation.

- 16.02 Prior to leaving on vacation, an employee shall be notified of the date and time on which to work following vacation.
- 16.03 The Employer shall give every consideration to the preference of employees, in accordance with their seniority, as to which time an employee desires their vacation. The final right to determine vacation time is vested in the employer to ensure efficient operation of the Home. Vacation will not normally be approved between the period of December 15 to January 15 of any given year. When considering the number of eligible employees' vacation requests, the Employer will recognize each employee's vacation leave as one (1) credit per employee.
- 16.04 Vacation pay shall be paid to an employee in the regular payroll cycle during the employee's vacation. Any employee who has not scheduled vacation to be taken by June 30th will be paid out their remaining vacation July 1st of that year.
- 16.05 Vacation pay shall be paid to employees on a separate cheque(s).
- 16.06 Once a vacation period has been committed to in accordance with this Article, employees will be scheduled off for that period and shall not be

available for call-ins.

When an employee is on vacation they will be considered available as per the call-in procedure for when they return back to work from vacation.

16.07 All employees who have been employed by the employer less than one (1) year prior to June 30 in any year shall receive as vacation pay an amount equal to four percent (4%) of their earnings up to the thirtieth of June in that year and shall receive one (1) days' vacation for each full month worked by June thirtieth up to a maximum of ten (10) days.

16.08 (a) ***Full Time Vacation Entitlement and Pay***

Service as of June 30 th	Vacation Entitlement	Vacation Pay
One (1) year but less than three (3) years	Two (2) weeks	4% of gross earnings for the preceding 12 months
Three (3) years but less than eight (8) years	Three (3) Weeks	6% of gross earnings for the preceding 12 months
Eight (8) years but less than fifteen (15) years	Four (4) Weeks	8% of gross earnings for the preceding 12 months
Fifteen (15) years but less than twenty (20) years	Five (5) Weeks	10% of gross earnings for the preceding 12 months
Twenty (20) years but less than twenty-eight (28) years	Six (6) Weeks	12% of gross earnings for the preceding 12 months
Twenty-eight years or more	Seven (7) Weeks	14% of gross earnings for the preceding 12 months

- (b) A full time employee with five (5) weeks or more vacation entitlement will be able to use two (2) weeks' vacation in single days. This will not be allowed in the month June, July, August and September. When a full time employee takes a single day(s) they shall be paid for the day(s) on their next regular pay.
- (c) Dietary department vacation allotment two (2) staff may take vacation at the same time. The Home will be able to have unlimited hires as summer relief in the department.

16.09 ***Part-Time Vacation Entitlement and Pay***

Service as of June 30 th	Vacation Entitlement	Vacation Pay
One (1) year but less than 3900 hours	Two (2) weeks	4% of gross earnings for the preceding 12 months
3900 hours but less than 10,400 hours	Three (3) Weeks	6% of gross earnings for the preceding 12 months
10,400 hours but less than 19,500 hours	Four (4) Weeks	8% of gross earnings for the preceding 12 months
19,500 hours but less than twenty (20) years	Five (5) Weeks	10% of gross earnings for the preceding 12 months
Twenty (20) years but less than twenty-eight (28) years	Six (6) Weeks	12% of gross earnings for the preceding 12 months
Twenty-eight (28) years or more	Seven (7) Weeks	14% of gross earnings for the preceding 12 months

- (b) A part-time employee with five (5) weeks or more vacation entitlement will be able to use one (1) weeks' vacation in single days. This will not be allowed in the month June, July, August and September. When a part time employee takes a single day(s) they shall be paid for the day(s) on their next regular pay.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 a) The following days are recognized holidays with pay under this agreement for all full time employees who have completed their probationary period: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and two floating days.

The floating days may be taken at a time mutually agreeable to the Home and employee concerned.

- b) In order to qualify for holiday pay, a full time employee must work their last scheduled shift immediately following the holiday unless excused from doing so by the Employer and be at work at least ten (10) days during the four (4) weeks immediately preceding a public holiday, unless they are ill and present a doctor's certificate. Any cost in obtaining the doctor's note to be borne by the Employer.

Where an employee who qualifies for holiday pay does not work on the holiday, they shall be paid their regular hours of work for that day. Where an employee who qualifies for holiday pay is required to work on a public holiday the Employer will either:

- (i) pay the employee at time and one-half (1½) for work done on the public holiday and give the employee a day off with pay on any other agreed working day; or
- (ii) pay the employee for each hour worked a premium of not less than one and one-half (1½) the employee's regular rate in addition to the employee's regular wages for the public holiday.

- c) An employee who does not qualify for holiday pay under Article 17.01 (b) must be paid at least time and one-half (1 ½) the employee's regular rate for each hour worked on a recognized holiday as set out in Article 17.01 (a).
- d) If a paid holiday occurs during the vacation period of an employee, such employee shall receive an additional day's pay in lieu of the holiday at straight time or an additional day off with pay if the employee so requests.

- 17.02 a) The following days are recognized holidays with pay under this agreement for all part-

time employees who have completed their probationary period:

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

- b) A part-time employee who works on any of the holidays outlined in Article 17.02(a) shall be paid at the rate of one and one half (1 ½) times their straight time hourly rate of pay for all hours worked.

17.03 For the night shift, the holidays outlined in Articles 17.01 and 17.02 shall be considered as that day on which the majority of hours are worked.

17.04 All employees shall receive three (3) consecutive days off at Christmas or New Year's on an alternating, yearly basis. The days are for Christmas - December 24, 25, and 26 and for New Year's - December 31, January 1 and 2nd. If the schedule permits, some employees may have both Christmas and New Year's off (6 days). When this opportunity arises days off will be offered by seniority. However, seniority shall be taken into account if such scheduling permits.

17.05 No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday they shall only receive holiday pay.

ARTICLE 18 - LAYOFFS AND RETIREMENT

It is recognized for this article seniority will be based upon date of hire.

18.01 Provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work, the Employer shall first lay-off probationary employees, and if further layoffs are necessary, lay-off employees in the reverse order of their seniority within their classification within the bargaining unit. An employee receiving layoff notice may:

- a) accept the layoff
- b) bump an employee with less seniority as long as they have the ability and qualifications required by law to perform the work with orientation.

18.02 **Recall Rights**

An employee shall have opportunity of recall from a lay-off to an available opening within the bargaining unit, in order of seniority, provided they have the ability and qualifications to perform the work. In determining the ability and qualifications of an employee to perform the work for the purposes of the sentence above, an employee is deemed qualified to perform any work in any previously held classification.

An employee recalled to work in a different classification from which they were laid off shall

have the right of returning to the position they held prior to the lay-off should it become vacant within a period corresponding to an employee's length of service or twelve (12) months, whichever is greater.

No new employee shall be hired until all those laid off have been given an opportunity to return and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work as per Article 11.04 (h). The notification of return to work shall state the job to which the employee is eligible to be recalled and the date and the time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies as per Article 14.11. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

The job posting provisions as set out in this Agreement will continue to apply. When a laid off employee bids for and is successful in obtaining a posted position, they shall have no further rights with regard to recall upon successful completion of their trial period in the new position.

A laid off employee shall retain the right of recall for a period of not less than their actual length of service or twenty-four (24) months. An employee on lay-off shall continue to accrue seniority and service for all purposes under this Agreement while retaining the right to recall.

- 18.03 One (1) weeks' notice per year of service, or pay in lieu thereof, shall be given by the Employer to the employee and the Union of its intent to lay off employees.
- 18.04 Any grievance with respect to a layoff shall be taken up under the grievance procedure within seven (7) working days after the commencement of the layoff but not later.
- 18.05 If an employee chooses to work beyond age seventy (70) they will be eligible for in lieu of benefits as outlined in Schedule B - Health and Welfare Benefits.
- 18.06 In the event of layoff the chairperson will be the last laid off provided they have the ability and qualifications to perform the work.

ARTICLE 19 - TRANSPORTATION

- 19.01 An employee shall be paid twenty-five cents (\$0.25) per kilometer for authorized use of personal vehicle for the employer.

ARTICLE 20 - BEREAVEMENT LEAVE

- 20.01 a) If an employee is bereaved of a designated

spouse (including same sex), parent, step-parent, child or step-child, they shall be granted a leave of absence of five (5) days with pay.

- b) If an employee is bereaved of a grandparent, brother, sister, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-brother, step-sister or foster child in employee's care, they shall be granted a leave of absence of three (3) days with pay.
- c) If an employee is bereaved by the death of an aunt, uncle, niece or nephew, they shall be granted one (1) day with pay.

- 20.02 The days granted shall be between the date of death and the day after the funeral/service.
- 20.03 Bereavement pay shall be paid only for days upon which the employee was scheduled to work.
- 20.04 When an employee is eligible for bereavement leave while on vacation, they shall be entitled to such bereavement leave as set out above. The vacation days so replaced shall be extended or rescheduled as mutually agreed.

ARTICLE 21 - JURY DUTY

- 21.01 An employee who has been summoned to serve as a juror or as a witness involving the Employer (i.e. coroners or College of Nurses proceedings) shall be

paid the difference, if any, between the amount paid by the court and their regular earnings provided the employee would have been scheduled to work and provided the proceedings are not between the Employer and the employee or the union. It shall be the employee's responsibility to provide any documentation from the court regarding payment and to notify the Employer as soon as possible of the date(s) they are to serve on jury duty.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 The Employer may grant leave of absence without pay to any employee for legitimate, personal reasons. The employee to be considered for such leave of absence must make their request known to the Home, in writing, as soon as possible as the need for such leave becomes known to the employee. The Employer will respond in writing. Such consent shall not be unreasonably withheld, having regard to the reason for the requested leave and the staffing requirements of the Home. Leave of absence request for the period of December 15 to January 15 will not normally be approved.

The Employer will determine leaves of absence on the basis of first come, first serve. Should more than one employee request a leave of absence on the same date and for the same time period, the Home will consider such leaves as per the date of hire.

22.02 **Emergency Leave**

The Employer will provide two (2) paid Emergency Days for part-time employees.

The Employer will provide one (1) paid Emergency Day for full-time employees.

The paid day(s) shall be available to all members in each calendar year, regardless of work status. The Employer will not request proof of illness (including a doctor's note).

ARTICLE 23 - PREGNANCY AND ADOPTION LEAVE

23.01 Parental/Pregnancy Leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) as amended from time to time and as follows:

- a) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
- b) The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- c) An employee shall be granted thirty-five (35) weeks of unpaid parental leave for each parent who has worked for the same employer for

thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave.

All other parents may take this leave within fifty-two (52) weeks of the child being born or coming into care.

- d) An employee shall be allowed to commence their pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- e) An employee shall continue to accumulate seniority rights during the entire pregnancy/parental leave. While an employee is on pregnancy/parental leave, the Employer shall continue to make employer contributions to pension, life insurance, accidental death, EHC and dental plans unless the employee has advised the employer, in writing, that they do not wish to continue to make the employee contributions (if any) to such plans.
- 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 their own.
- g) Upon return to work, an employee shall be reinstated to their 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 as when the leave commenced, or, if it is higher, the rate the employee would have been earning had they worked through the leave.

- h) An employee shall give at least four (4) weeks' notice of their intention to return to work. However, their leave shall not end before the expiration of six (6) weeks unless other arrangements are made with the Employer.
- i) 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 their position cannot be reasonably performed by a pregnant person 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 their fitness to resume their employment following their leave of absence.
- j) Should an employee who is pregnant, require health related short-term disability, if covered they will be entitled to same.
- k) Where this collective agreement provides an employee(s) with a greater right, benefit, term or condition for pregnancy and parental leave,

that specific right(s), benefit(s), term(s) or condition(s) in question in the agreement shall prevail.

- l) In the event the *Employment Standards Act and Regulations* are amended to provide a greater right, benefit, term or condition to employee(s) with respect to pregnancy and parental leave than that which existed on March 31, 2000, each of such amended provisions shall be incorporated within this collective agreement.

23.02 **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 Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance Benefits and shall continue while the employee 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 their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

ARTICLE 24 - COURSES

- 24.01 If employees are required to take courses by the Employer or the Ministry of Health or other government agency to upgrade or acquire new employment qualifications, the employer shall pay the full cost of the course.
- 24.02 The employer agrees to make every effort to schedule an employee who is enrolled in a Health Care Aide Course in such a manner to prevent conflict with the class time providing the Employer can adequately staff the Home without violating scheduling restrictions or causing an employee to work overtime.
- 24.03 Upon request of the union, each steward shall be entitled to an unpaid leave of absence of three (3) days per year for the purpose of attending educational seminars sponsored by the Union, such leave being subject to the Home being able to adequately staff the Home without violating scheduling restrictions or causing an employee to work overtime.
- 24.04 The Employer shall pay to Unifor the sum of \$400.00

for Paid Education Leave. These monies shall be paid in trust to Unifor PEL and sent to Unifor Local 636.

24.05 The Employer will pay for lost time for courses that are required by the Employer.

24.06 **Mandatory Education and In-Services**

When an employee is required by the Employer to attend any in-service program or e-learning within the Home during their regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to attend any in-service program or e-learning outside their regularly scheduled working hours, the employee shall be paid at their regular straight time hourly rate of pay.

ARTICLE 25 - WSIB

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

(a) The Employer shall continue to pay their share of the premiums of any and all health and welfare benefits for a period of eighteen (18) months from the date the absence commenced, in accordance with the WSIB.

(b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, providing the employee pays

the total cost of the premiums to the Employer for each monthly period during the absence. Employees must submit the premiums by the fifteenth of the prior month to the Employer or the Employer will drop coverage and the employee will not be entitled to insurance coverage until they return to work.

- (c) An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this agreement during any absence covered by Workers' Compensation except where specified otherwise.
- (d) If the anticipated length of an absence due to a compensable accident is of three (3) months' duration or more, the Employer will post notice of the vacancy in accordance with the job posting procedure in this agreement. An injured employee shall have a period of two (2) years within which they shall retain seniority; within these two (2) years they shall have the right to return to work, but only if their doctor indicates to the Employer that they have the physical capacity to fully perform their normal job.

25.02 An employee receiving worker's compensation (WSIB), upon return to full duties will be provided with their former position or a comparable position if the original position is no longer available. If no comparable position is available, the employee

will be able to exercise their rights under the layoff provision of the collective agreement.

ARTICLE 26 - GENERAL

26.01 **Notice of Address Change**

It is the sole responsibility of each employee to keep the Home fully advised of their current address. Any notice sent by the employer shall be sent by registered mail to the address most recently given by the employee at their home address. Such notice will be deemed to be received by the employee on the second postal day followings its being sent.

26.02 **Bulletin Board**

The Employer shall provide a bulletin board to be used by the employees and the Union in the Nursing Home. Any notice must be approved by the Home prior to the posting of such notice. Such approval shall not be unreasonably withheld.

26.03 **Footwear**

Where an employee submits a prescription from their physician regarding footwear that the physician deems appropriate in the employee's circumstances, they shall be allowed to wear the footwear prescribed, as long as the footwear meets health and safety requirements.

26.04 **Time Change**

The Employer will pay each employee's regular hourly wage as set forth in Schedule A, as applicable, for the actual hours worked by such employee on the days when each of the Daylight and Eastern Standard Time are implemented. For greater clarity, an employee who is working on the changeover to Daylight Savings Time in the spring of any year will receive six and one-half (6 ½) hours wages and an employee who is working on change over to Eastern Standard Time in the fall of any given year will receive eight and one-half (8 ½) hours wages at the applicable straight time hourly rate.

26.05 In the event the Public Health Unit and/or Advisory Physician of the facility deem it necessary to conduct medical examinations or require medical testing of employees in an effort to control or eliminate an outbreak in the Home, all employees shall cooperate fully with the party requesting such information. The requesting party shall be responsible for any costs not covered by O.H.I.P. or the insurance carrier.

26.06 **Personal File**

Upon a written request, an employee or their designate shall have access to their personal file following their shift provided 24 hours' notice is given to the administrator or at a mutually agreed upon time. The file may be viewed on the premises in the presence of the administrator or their designate.

26.07 Employees will not be asked to or required to transport residents.

26.08 **Immunization/Vaccination**

1. The Employer may request all employees to voluntarily submit to current annual vaccinations for influenza, homeopathic/naturopathic treatments for influenza for the duration of an outbreak and quarantine. Such vaccinations shall be provided at no cost to the employees and offered during the regularly scheduled working hours of the employee.
2. The parties agree to jointly encourage all employees to participate in the vaccination program and distribute any educational materials made available.
3. The employer agrees that if an employee gets sick as a result of the vaccination, they may apply for WSIB.
4. 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 Outbreak Team (Public Health).
5. The parties agree that employees who are unable to accept the immunization or

comparable treatment because of documented medical or health reasons, shall during a Public Health (Outbreak Team) be granted time off without pay and shall not receive any further disciplinary measures associated with their choice of non-participation. If an employee is placed on such unpaid leave, they may use banked lieu time or vacation pay credits, if available, in order to keep their pay whole.

6. That comparable treatment, i.e. amantadine will not be paid by the Employer.
7. Employees will be notified immediately if an outbreak occurs (in accordance with Public Health guidelines) and will be entitled to work if they have prescribed anti-viral alternative.

26.09 **Name Tags**

The Employer agrees to pay for new nametags with the name change of any classification.

26.10 **Liability Insurance**

Should an employee, who is a Health Professional under the *Regulated Health Profession Act*, be required to provide their regulatory college with proof of the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Home's liability coverage for health professionals in the Home's employ.

It is understood and agreed that the provision of the above noted letter in no way obligates the Employer to amend, alter or augment existed insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable LTC legislation or regulation.

26.11 **Workload**

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- When a workload issue is identified, the employee(s) shall discuss the issue with the Employer to develop strategies to meet resident care needs using current resources.
- If necessary, using established lines of communication, the employee(s) shall seek assistance from an individual(s) identified by the Employer who has responsibility for the management of workload issues in a timely manner. The Employer agrees to discuss the topics of workload and working short at labour management meetings during the currency of this agreement. Either party may bring such information or data as it wishes to the meeting.
- In the event that the Home assigns a number of residents or workload to an individual employee or group of employees, such that

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

ARTICLE 27 - NON-DISCRIMINATION/HARASSMENT

27.01 Introduction

Both the Home and the Union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the *Ontario Human Rights Code* (the “Code”). Prohibited grounds are race, ancestry, place of origin, colour ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as defined in the Code. This Joint Policy shall be interpreted in accordance with and subject to the provisions of the Code.

Complaint and Investigation Procedure

If an employee believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

Tell the person involved as soon as possible how you feel, and request that they stop the conduct you find offensive.

If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the supervisor and/or union representative.

In minor cases, not involving repeat incidents, the Home and Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using Unifor Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company within ten (10) days of the initiation of the complaint.

In serious cases and cases involving repeat incidents, the employee shall put their complaint in writing, within ten (10) working days of the incident(s). The Home and the Union will conduct separate investigations into the allegations. Upon completion of their separate investigations the parties will meet within ten (10) working days. After such meeting the parties will communicate their findings to all parties involved. If there is no resolution at this stage the complainant may take the issue up with a grievance, which will start at Step #2.

Caressant Care and Unifor agree they will jointly implement a written process and policy to ensure joint responsibility under the *Human Rights Code*.

27.02 **Women's Advocate**

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason, the parties agree to recognize that the role of a Women's Advocate in the workplace will be served by a Unifor female member of the Local Union Employment Equity Committee, in addition to her other duties relating to employment equity. The trained female Employment Equity Representative will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Local Employment Equity Committee will develop appropriate communications to inform female employees about the advocacy role that the female Employment Equity Committee members play.

The Women's Advocates will participate in an annual three-day training program including travel time.

ARTICLE 28 - HEALTH, SAFETY AND ENVIRONMENT

28.01 Unifor recognizes that resident care is a priority and can override personal safety (i.e. resident falling), on

that basis the parties agree.

The Home shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. The Home shall comply with all applicable health and safety legislation and regulations.

Infectious Diseases

The Employer will make employees aware of residents with serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper precautions and procedures necessary for each employee to deal with such resident's condition.

The parties agree it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure all employees are aware of the requirements to practice universal precautions.

The employees are obligated to maintain confidentiality in respect to this information.

28.03 **Joint Health and Safety Committee**

- a) A Joint Health and Safety Committee shall include two union members appointed by the Union. At no time shall the number of company members be allowed to exceed the number of worker members.

- b) Two co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a worker member, the other shall be an employer member.
- c) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
- d) The worker representatives on the Health & Safety Committee shall meet without company representatives prior to the committee meeting as agreed to by the parties.

28.04 **Right to Refuse**

- a) The company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.
- b) When a worker exercises their right to refuse they shall notify the supervisor who shall promptly notify the worker co-chair or designate who shall participate in all stages of the investigation. The worker shall stand at a safe place and participate fully in the investigation of the hazard. The worker can be directed to perform other work.

- c) The company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the worker representative.
- d) If the worker representative and the supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.
- e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work.

28.05 **Accident and Incident Inspections**

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated and the results reviewed by the Joint Health & Safety Committee.

28.06 **Access to the Workplace**

Union/Employer health and safety staff or Union/Employer consultants shall be provided access to the workplace to attend meetings of the committee or Union committee or for inspecting investigating or monitoring the workplace.

28.07 **National Day of Mourning**

Each year on April 28th at 11:00 a.m. work may stop and one minute of silence may be observed in memory of workers killed or injured on the job.

28.08 **Injured Worker Provisions**

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

Such employee shall be provided, if required, with transportation to their doctor's office or hospital and to their home.

28.09 **Return to Work**

Prior to an employee returning to work in a modified function from a WSIB injury of a permanent nature or a return to work from an extended absence (e.g. Motor Vehicle Accident) that will require the involvement of outside parties (e.g. Return to Work Mediator, Physiotherapist) the Union and the Employer will meet to discuss and develop a back to work program, but for the day to day return of an injured employee with restrictions the Employer will continue to act in accordance with the Workplace Safety & Insurance Act or any other relevant legislation in returning the employee(s) in a timely fashion.

The Employer may involve the Union in this process, however if the Union is not involved the Employer will make the Union aware of the return to work arrangement made with the accommodated employee.

Heat Stress

The parties agree to abide by the Employer's Hot Weather Plan NPH.7. The Employer agrees to consult with the Joint Health and Safety Committee prior to changes.

- 28.10 Each year on December 6th at 2:00 p.m. work may stop and one minute of silence may be observed for National Day of Remembrance and Action on Violence Against Women.

ARTICLE 29 - RETROACTIVITY

- 29.01 The increase to the wage rates shall be retroactive and applied for all paid hours for each of the employees in the bargaining unit on and after the effective dates of the wage increases as set forth herein. Any employees hired after those dates shall be entitled to pro rata increases from the date of their employment.

The Employer shall contact in writing, by Registered Mail, at their last known address any employees who have since left its employ and are entitled to a minimum of \$25.00 to inform them of their entitlement to any retroactive adjustment, with the provision that they must respond to the Employer in writing, by Registered Mail, within sixty (60) days of the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive adjustments to such employees. A copy of the Employer's letter

shall be sent to the Union along with a list of the names and addresses to whom the letter was sent.

All retroactive wages shall be paid by the Employer, by separate cheque, no later than thirty (30) days following the date of ratification or the date of the arbitration award.

ARTICLE 30 - DURATION

30.01 This agreement shall be effective from the 1st day of April, 2021 and shall remain in effect until the 31st day of March, 2023 and for further periods of one year unless notice shall be given by either party of the desire to delete, change or amend the provisions herein, within the period of no earlier than ninety days (90) or later than (30) thirty days prior to the expiry date. Should neither party give notice, the agreement shall renew itself for one year.

Dated this 28 day of November, 2022.

CARESSANT CARE NURSING HOME OF
CANADA LIMITED - WOODSTOCK

Wanda Sangines

UNIFOR AND ITS LOCAL 636

David
Paul

Classification	Step Hours		1.5%	1.75%
		April 1, 2020	April 1, 2021	April 1, 2022
Dietary Aide	Start	19.78	20.08	20.43
Activity Aide (P/T)	875	20.54	20.85	21.21
Housekeeping	1750	21.44	21.76	22.14
Nurse Aide	Start	20.54	20.85	21.21
Nurse Clerk	875	21.44	21.76	22.14
Ward Clerk	1750	22.31	22.64	23.04
Health Care Aide	Start	20.81	21.12	21.49
Personal Support Worker	875	21.62	21.94	22.33
	1750	22.51	22.85	23.25
Cook	Start	21.44	21.76	22.14
	875	22.31	22.64	23.04
	1750	23.08	23.43	23.84
“Lead” Cook	Start	22.98	23.32	23.73
	875	23.85	24.21	24.63
	1750	24.63	25.00	25.44
Activities Coordinator (F/T)	Start	22.13	22.46	22.86
	875	22.97	23.31	23.72
	1750	23.76	24.12	24.54
RPN	Start	25.80 + 0.50	26.69	27.16
	875	26.29 + 0.50	27.19	27.67
	1750	26.92 + 0.50	27.83	28.32
Students	/	16.10	16.34	16.63

SCHEDULE A - WAGE

**RPN Special Adjustment - Special wage adjustment of fifty cents (\$0.50) effective ratification, and to be applied prior to the wage adjustments in Year One.*

Lump Sum Payment - Upon ratification, every member in every classification will receive a lump sum payment of two hundred and fifty dollars (\$250.00).

SCHEDULE B—HEALTH AND WELFARE BENEFITS

Full Time Employees

In order to protect employees and their families from the financial hazards of illness, the Employer agrees to provide for all full time employees who have completed their probationary period the following plans and to make the payments as indicated.

- 1) The Employer agrees to pay one hundred percent (100%) of the premium cost for an extended health care plan with a deductible of ten dollars (\$10.00) per individual, twenty dollars (\$20.00) per family, once per calendar year, including a drug plan and vision care. Vision Care will include three hundred and fifty dollars every two (2) years, plus one (1) eye exam every two (2) years, effective on ratification. The Drug Plan will be modified as necessary to require generic substitution for

drugs covered by the plan unless otherwise prescribed by the employee's doctor.

Effective December 12, 2006 increase the hearing aid allowance to four hundred dollars (\$400.00) every five (5) years.

- 2)
 - (a) The employer agrees to pay one hundred percent (100%) of the premiums for a life insurance plan with coverage for each employee.
 - (b) The employer agrees to pay one hundred percent (100%) of the premium for an accidental death and dismemberment plan with coverage for each employee of twenty-five thousand dollars (\$25,000). Effective April 1, 2015, life insurance will increase to \$30,000 for those employees who currently receive life insurance coverage as a flat dollar amount.
- 3) The employer shall pay one hundred percent (100%) of the premium cost of a Weekly Indemnity Plan to provide coverage on the first day of hospitalization or accident and sixth day of illness, up to twenty-six (26) weeks for each separate illness. Payment shall be at the rate of two-thirds ($\frac{2}{3}$) of regular pay. The employees' share of the employment insurance premium rebate will become payable to the Employer in consideration for these improved benefits.
- 4) The Employer agrees to pay one hundred percent (100%) of the premiums for a dental plan with a

\$10.00/\$20.00 deductible based on the current O.D.A. fee schedule.

- 5) (a) Eligibility for participation in the above programs and to benefits thereunder shall be dependent on the terms of the policies with the insurance carrier.
- (b) A person normally entitled to insurance coverage, who is on maternity leave, adoption leave or on a leave of absence due to illness or injury, shall continue to be eligible for insurance coverage for a period of one (1) month if employed less than two (2) years, and for a period of three (3) months if employed two (2) years or more. Employees whose illness, maternity or adoption leave 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. Employees must submit the premium by the fifteenth (15th) of the month to the Employer or the Employer will drop coverage and the employee will not be entitled to insurance coverage until they return to work.

6) **Sick Leave**

Sick leave shall be for the sole purpose of protecting employees in the event of illness.

On completion of their probationary period, an employee shall be granted three-quarter ($\frac{3}{4}$) day of sick leave credits for every full month then remaining in the calendar year.

On January 1 of each year, each seniority employee then employed shall be credited with ten (10) days of sick leave credits.

An employee shall be entitled to have those days absent due to sickness from their scheduled shift paid for at their normal rate for the hours they thus miss so long as they have 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.

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 their then existing rate of pay. In the event an employee claims such sick pay for single illness in excess of three (3) days, they would have worked, the employee to be eligible for subsequent sick day payments must present a doctor's certificate confirming their reason for absence. The Employer may waive such requirement. In the event the Employer has reason to question the validity of any absence, the Employer may also require such medical certificate.

No sick leave shall be paid if and while a third party is paying income allowance (e.g. Workers' Compensation, insurance payments for injuries suffered in an automobile accident, or under the weekly indemnity plan), and if such employee subsequently receives any such payment for a day or days for which sick leave has been paid by the Employer, the employee shall reimburse the Employer for such sick leave payments.

7) **Uniform Allowance (All Employees)**

- (a) Kitchen staff shall be provided by the employer with all aprons, hair nets and any other protective or hygiene related clothing required to be worn in the course of their duties by the employer and the staff shall leave any of such articles so provided on the premises of the employer when not working in the course of their duties.
- (b) The employer agrees to pay a uniform allowance to all employees of thirteen cents (\$0.13) per hours worked as a non-taxable benefit effective on ratification. The uniform allowance will be added to the employee's regular bi-weekly pay cheque. The uniform allowance will not form part of the regular hourly rate for the purpose of calculating overtime or premium pay.
- (c) The Home will supply, free of charge, the first name tag to new employees. Replacement

name tags will be replaced by the employee at the employee's expense.

IN LIEU OF BENEFITS

Part time employees covered by this collective agreement, except students, shall receive an amount equal to ten and one-half percent (10.5%) of their respective hourly wages added to their hourly rates of pay in lieu of holiday pay and the benefits provided in Schedule B above for full time employees. The ten and one-half percent (10.5%) payment in lieu of benefits shall not be included in the regular rate of pay or in the straight time hourly rate of pay (as such terms may be referred to in this agreement) for the purpose of computing any premiums or overtime payments. Effective April 1, 2010 increase in lieu amount to eleven percent (11%).

For the purpose of clarity, the benefits provided are:

- Life Insurance
- Accidental Death and Dismemberment
- Extended Health Care Plan
- Weekly Indemnity Plan
- Sick Leave Plan

Dental Plan

During the probationary period an employee shall

not receive any premium in lieu of benefits or any other benefits except for those allowed under the *Employment Standards Act*.

Within three months of ratification the Employer will provide to the Union a report showing the estimated cost of benefits for employees working 60 hours bi-weekly. This will include the 11% in lieu payments that these employees are currently receiving, plus any additional costs.

The parties will discuss this report and the possibility of these employees obtaining coverage, it being understood however, that the Employer makes no commitment that coverage will be provided.

SCHEDULE C—MASTER SCHEDULING

- a) It is understood that this applies to Nurse's Aides/ HCA/PSW, RPN, Restorative Care, Dietary and Housekeeping Department classifications in the Nursing Home.
- b) All extra hours that become available in addition to the scheduled ones (i.e. vacation, sick time, LOA's, etc.) when the anticipated absence will be less than 4 weeks will be offered by call-in procedure to the person who had the time available in their existing line. It is understood that this employer's obligation is only for non-overtime hours. Part-time employees who take extra shifts due to sick time, LOA's, etc. shall remain part-time employees.

- c) All known shifts will be scheduled and assigned when the schedule is posted. A new employee would receive orientation during the schedule in place at the time of hire. They could then be assigned to the available shifts of the absent employee until the job posting is filled or the absent employee returns (depending upon the length of absence). Once the original job posting is filled, the new employee would move to the open line until the job posting filled it. Eventually the new hire would be left with an open line.

- d) All lines will be posted with the exception of the two (2) modified Restorative Care positions. This is currently being used to accommodate a Modified Work Program. If the modified incumbents leave their positions, the parties will meet to determine whether a line is created for that position or if they may be required to accommodate another modified job. It is understood that restorative care is not a part of the consistent schedule. If the incumbent leaves the position, the parties will meet to determine whether a line is created for that position or if it may be required to accommodate another modified job.

- e) Only those employees classified as Nurse Aides/HCA/PSW/Dietary/Restorative Care, Housekeeping and RPN, at the time the lines are put up for bid would be eligible to bid on the lines in their respective classification. After the schedule goes into effect all

employees would be able to job post to any future vacancies. If the start and/or end times change they will be posted on the Master Schedule(s). Master Schedules will be posted for ten (10) calendar days, including start times.

- f) The home intends to continue to hire summer vacation relief for peak vacation periods. The vacation schedule for N.A.'s/H.C.A.'s/P.S.W.'s/ Restorative Care/Housekeeping /RPN's and Dietary will be posted as per Article 16.01.
- g) April 7th the home will post the list of approved vacation along with a list of when employees are not available during June, July, August and September. Eligibility for available shifts will be based upon seniority on a rotational basis. Article 13.04 (d) will apply if an employee wishes to shift change. By May 15th of each year employees would know their vacation schedule and the extra shifts they are working. Any remaining shifts not filled by this method would be assigned to temporary vacation relief personnel.
- h) 17.02 - For those employees on the consistent schedule, the schedule will not be altered due to a paid holiday as outlined in Article 17.02. The Christmas and New Year's schedule, as described in Article 17.04 shall remain the same for all employees. This does not include Float Holidays.

- i) The Employer will endeavour to schedule part time employees during the Christmas/New Year's schedule to no less than the number of shifts they would normally be scheduled.
- j) The parties understand that the Home retains the right to add or reduce hours/lines based upon CMI, occupancy new/special programs (i.e. Massage, touch and aroma therapy) etc. The reduction of lines/hours would follow the terms and conditions of the contract.
- k) Consistent shifts will not apply to students.

l) **Re-Bidding on Lines Due to Change in Start/End Times**

If there is a change of 3 or more hours to a start or end time of a shift then re-bidding on lines will take place.

LETTERS OF UNDERSTANDING
BETWEEN:
CARESSANT CARE NURSING HOME OF
CANADA LIMITED
- AND -
UNIFOR AND ITS LOCAL 636

#1 RE: PAY EQUITY

The current wage grids in Schedule “A” contain \$1.50 of Pay Equity.

The Pay Equity Plan requires a total of \$1.50 of Pay Equity.

#2 RE: NORVILLA TRANSFER OF BEDS AND EMPLOYEES

Once the Norvilla employee successfully transfers to Woodstock they will fall under the Caressant Care Woodstock Nursing Home and CAW, Local 636 collective agreement.

The Norvilla employee will receive credit for their service for the purpose of vacation entitlement and movement on the wage grid.

Seniority

Norvilla employees successfully transferring to the Woodstock Home will be credited with an artificial seniority date of April 19, 2004.

Norvilla employees successfully transferring to Caressant Care Woodstock Nursing Home will fall under this April 19, 2004 date ranking in order of their seniority with Norvilla.

**#3 RE: IMPLEMENTATION OF GROUP REGISTERED
RETIREMENT SAVINGS PLAN**

Employees who are precluded from making further contributions to this RRSP because of their age, the Employer will include its contribution on the employee's pay.

Whereas the parties mutually agreed to establish a Group RRSP for employees and have agreed upon a financial institution to act as the trust administrator for such plan;

The parties agree to the following definitions of terms in respect of the administration and operation of the Group Registered Retirement Savings Plan (hereafter Group RSP):

“Plan” means the Group Registered Retirement Savings Plan, administered by TD Asset Management as a TD Future Builder Group Retirement Savings Plan.

“Applicable Wages” means the basic straight time wages for all hours worked and in addition:

- 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” means full time and part time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service. It is agreed that an employee previously eligible to participate in the arrangement shall not serve another eligibility period simply by reason of a transfer from full time to part time; or vice versa.

Each eligible employee covered by this collective agreement shall contribute for each pay period an amount equal to four (4%) percent of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, a matching amount equal to four (4%) percent of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment of any outstanding Employer contribution irrespective of whether the employee pays the matching amount.

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

The Employer shall ensure that sufficient funds corresponding to the deductions for employee contributions, plus a matching amount representing Employer contributions shall be deposited to such account as necessary to permit the Plan Trustee access to the remittance consistent with the Employer's obligation to remit funds within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

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 costs of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount and on such basis as required by the collective agreement in force between the parties.

The Union and the Employer acknowledge that the "Plan Trustee" will deal with the participating

employees wishing to transfer, litigate or otherwise deal with the assets of the Plan, including any withdrawals from the Plan.

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

For further specificity, the items required for each eligible employee are:

- i) *To be provided once only at plan commencement:*

Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date

- ii) *To be provided with each remittance:*

Name

Social insurance Number

Monthly Remittance

Pensionable Earnings

iii) *To be provided once, and if status changes:*

Full address as provided to the Home

Termination date where applicable (MMDDYY)

iv) *To be provided once if they are readily available:*

Gender

Marital Status

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.

The Employer agrees to be bound by the terms and conditions of the Employer Agreement and Information Form dated October 25, 2002, as may be amended from time to time by mutual agreement with CAW Local 636.

Once an employee becomes “Eligible” under this Plan the Employer is obligated to deduct four percent (4%) from the employee and to match that four percent (4%). The money is held in trust until the employee opens an RRSP. The Employer shall advise the employee of this in writing.

If after four (4) months of becoming an “Eligible” employee, the employee has not opened an RRSP, the Employer will advise the employee in writing.

Should an employee not open an RRSP within six (6) months of becoming an “Eligible Employee”, the Home will cease deducting the four percent (4%) from the employee and will cease matching that four percent (4%). There will be no retroactive deductions or matching payments should the employee open a Plan in the future.

Should the employee not open an RRSP in a further six (6) months the Employer will return the employees portion of the funds held in trust and keep its portion of those funds.

Prior to ceasing the deductions after six (6) months the Employer will notify the employee in writing by registered mail of their intent to do so. It is agreed there maybe extraordinary cases where it is not possible to open an account or be notified of their duty to do so. In such cases this provision will not be strictly applied.

#4 RE: WARD CLERKS

Ward Clerks will not be scheduled by the Employer split weekends. The Employer will endeavour to distribute the working/off of Paid Holidays equitably among the Ward Clerks. This may be dependent upon how and when the employees in the classification have scheduled their vacation(s).

#5 RE: STUDENTS

Students shall be listed separately on the seniority list. Students may use their seniority only to bid on student jobs.

Students cannot use their seniority to bid on a non-student job(s), unless no other non-student employee has bid on the job(s).

Should a student be the successful candidate for a non-student job they will reserve the probationary period as per Article 10.01(b).

The date they start the non-student job will become their seniority date and they will accumulate seniority from that date.

For clarity: Students will not transfer student seniority to the non-student position, but will transfer service for vacation entitlement.

Permission for students who are in school full time to take time off work to participate in school trips will not be unreasonably denied provided that proof is provided to the Employer.

#6 RE: SEMI-PRIVATE COVERAGE

The Extended Health Care Plan does not include semi-private hospital coverage, except as follows:

SPECIALIZED HOSPITAL BENEFIT: 100% cost of semi-private room exceeding ward rate per day.

If you or your eligible dependents require confinement in an Approved Hospital for treatment of alcoholism or other substance or drug abuse as an in-patient then the daily charges exceeding the hospital's daily ward rate, to the maximum of the semi-private rate, are eligible.

An approved Hospital is:

- any private institution legally constituted as a Hospital in Ontario which is licensed by law and approved by the Province.
- having its services and ward rates insured by the Province's Government Health Insurance Plan.

Limitations and Exclusions

- any cost incurred for rental of a telephone or television, or other costs for conveniences in connection with a hospital stay, are not eligible expenses.

#7 RE: SUMMER RELIEF/SUMMER VACATION (NURSING DEPARTMENT)

Two (2) Sumer Relief (SR) staff will be permitted to be scheduled forty-five (45) hours bi-weekly and one (1) SR staff will be permitted to be scheduled thirty (30) hours bi-weekly. In return ten (10) staff will be entitled time off at one time for summer vacation scheduling. Employees currently on permanently modified work will be excluded from this ten (10),

therefore making it twelve (12) employees in total.

Permanently modified staff will be excluded from the summer vacation provision noted above for the purpose of calculating numbers of staff off at one time.

#8 RE: CHRISTMAS AND NEW YEARS

For new hires the employer will endeavour to schedule according to the wish list needs.

The schedule shall be posted as per usual but a wish list where staff can sign up for preferred holidays will be posted and, once the holiday schedule is made, the Employer will go through the wish list and try to accommodate those wishes. The wish list will be posted on October 1st and removed October 15th. The schedule will then be posted by the 2nd Friday of November as per Article 13.04(a).

The above process will be done on a trial basis for Christmas/New Year's 2021 and will be reviewed in a labour/management meeting in 2022 to determine if it is to be made permanent or discontinued. Input will be received by the membership as well as management and the union.

#9 RE: VOLUNTARY ROTATION EVERY 6 MONTHS

(NURSING DEPARTMENT)

Line switches will be permitted in April and October of each year so that summer and Christmas schedules are not affected. Management will post a letter for requests for rotation in writing. Staff must put their request in writing by the posted date and only requests put in by that time will be looked at. Only the staff that are able to rotate who bid on the lettered lines will be able to rotate. Requests will be fulfilled only if enough people put in requests to rotate (if only one person wants to rotate then it will not take place) to start in October 2012. This process will be on a trial basis for a one (1) year period. It will then be reviewed in a labour/management meeting along with the Christmas sign up in 2013.

#10 RE: TRAINING ISSUES

The parties agree that training benefits both the Employer and the employees. The parties agree to discuss at the first labour management meeting after ratification (but not later than 120 days after ratification) the issue of training. The parties agree to discuss and, in good faith, try to resolve issues such as:

- Process issues
- Strategies for delivering training
- Discipline issues related to training

- Processes on how to complete training and completing job duties
- Relief issues
- Streamlining the education
- The amount of education

Each Home may have unique issues and it is agreed that the suggested topics above may not apply or other issues not listed may be discussed by the parties.

#11 RE: EMPLOYER ISSUING ROE

As soon as possible but no later than the pay date of the pay period of the last day worked.

#12 RE: ACTIVITIES COORDINATOR

Employer to provide letter regarding Activities Coordinator job functions which shall exclude managerial duties.

#13 RE: INFLUENZA OUTBREAK

The Employer will notify employees who were unable to come to work during a declared outbreak because they did not receive influenza vaccine or because they have concurrent employment at another long term care home, that the outbreak has been declared over by the Local Public Health Unit. Notification will be made by a member of

management except on weekends where this may be delegated to an employee in the bargaining unit.

#14 RE: CHANGE OF WORK HOURS

Employer to provide letter regarding meeting with the committee to explore change of work hours and review the issue; see if the parties can agree to a trial basis. This will occur no later than six (6) months after ratification.

#15 RE: CASUAL PART-TIME

A casual part time employee is an employee who is called to work on a call-in basis, but who does not work a regular schedule. Casual employees will be place at the bottom of the call-list; for clarification, under no circumstances can casual employees be called-in before the other bargaining unit employees.

The list of casual employees shall contain a maximum of six (6) PSW's, two (2) RPN's, and three (3) Dietary Aides. They shall accrue no seniority in the bargaining unit. However, they shall have their own seniority within the casual list and if hiring occurs in the home they shall be considered.

A casual employee must work a minimum of four (4) shifts in a calendar month to remain in the list; provided shifts are available to them.

Casual employees will receive the same orientation as a new hire regular (full time or part time)

employee.

Casuals may be assigned to work vacation relief shifts and can be pre-scheduled to work a minimum of four (4) vacation relief shifts per month.

#16 RE: DISCIPLINARY ACTION – VIOLENCE AGAINST WOMEN

The Employer and the Union note the rising incidence of violence or abuse, notably violence against women, and how this may affect the employee's attendance or performance at work.

The Employer agrees that where there is verification from recognized professionals (doctor, lawyer, professional counsellor) provided to the Employer, an employee who is subject to abuse or violence will not be disciplined without first giving full consideration to the circumstances surrounding the incident. Such information will be treated in a confidential manner by the Employer and the Union unless required by law to be produced.

It is further agreed that should an employee be absent from work as a result of abuse or violence and provides adequate verification from recognized professionals, she will receive pay per the *Employment Standards Act*.

#17 RE: ABUSE FROM RESIDENTS

The parties agree that abuse and/or threatening

behaviour from residents to staff must be addressed. The Employer supports an environment in which staff are treated with dignity and respect. There will be no backlash or retaliation for lodging a complaint, or participating in an investigation, in good faith. Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse. The parties further agree that the Long Term Care environment contains residents who, through no fault of their own, exhibit behaviours and actions that are unwelcome to staff. Within the workplace there are options and resources for managing these behaviours to the benefit of both the residents and the staff.

It is agreed that when an employee is faced with abuse from a resident it may be necessary for that employee to leave the threatening situation and immediately notify their supervisor, who will assess the situation and give further direction. It is agreed that no employee will be obligated to work one-on-one until a satisfactory resolution has been reached.

In the event that a resident knowingly continues with the harassment following the above procedure, further action will be taken which may include the staff member being given the opportunity to voluntarily transfer, without penalty or loss of income, to a different work area or be assigned a different resident. Where the employee is not

satisfied with the intervention, the employee may raise the matter with the Unit Chairperson, or designate. They, in turn, may discuss the matter with the Administrator in an attempt to reach a mutually agreeable resolution.

#18 RE: DIGNITY IN THE WORKPLACE

The Employer and the Union agree that they will adhere to this policy which endorses the right of every employee to work in a workplace free from harassment due to race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, sexual orientation, age, record of offenses, marital status, family status, disability, gender identity or gender expression, or position with the organization. Where such term is defined in the *Human Rights Code*, it shall bear that meaning.

The Employer and UNIFOR are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, that denies individual dignity and respect on the basis of the prohibited grounds as stated above and the Ontario *Human Rights Code*. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Where there is a complaint or involvement of a Union member regarding harassment, that

member shall have the right to file a complaint to a UNIFOR Representative or to their manager or, if the complaint is against their manager to their Manager's immediate superior who will immediately undertake a joint investigation with a UNIFOR Representative, to be identified by the UNIFOR Representative, following the procedures in the Caressant Care Workplace Harassment Policy.

Copies of the above-noted policy shall be given to each employee and any changes to the above-noted policy shall be made in consultation with UNIFOR.

In support of providing and maintaining an environment free of harassment, the Employer and UNIFOR will ensure that all staff members, volunteers and persons with practicing privileges in the facility are aware that harassment, including sexual harassment, in the workplace, is an offence under the law. This will be done through training and such other means appropriate to achieve awareness.

#19 RE: FAMILY RESPONSIBILITY/MEDICAL LEAVE

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

An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits,

including pension (if permitted by the plan and matched by the employee), in which the employee is participating during the leave.

Subject to changes in an employee's status which would have occurred had they had been on Family Medical Leave the employee shall be reinstated to their former position.

#20 RE: RECENT RELATED EXPERIENCE

Where an RPN is hired and has recent related RPN experience in a long-term care or hospital setting, they may apply for recognition of that experience on the wage grid, up to the maximum of the grid.

Where a PSW is hired and has recent related PSW experience in a long-term care, retirement home or hospital setting, they may apply for recognition of that experience on the wage grid, up to the maximum of the grid.

#21 RE: WORKLOAD REVIEW/FORM

In the event that an individual employee or a group of employees have a workload concerns, the matter will be addressed as follows:

- (a) At the time the workload issue occurs, discuss the issue with the Employer to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer who has responsibility for timely resolution of workload issues.

- (b) Failing resolution at the time of occurrence of the workload issue, the workload concerns will be reduced to writing using the Union's standardized form and addressed at the next scheduled labour/management meeting.

#22 RE: CROSS TRAINING AND CROSS ASSIGNMENT

Part-time members of the bargaining unit will be permitted to work in all classifications if they have the skill and ability to do so. It is understood between the parties that no hours of work will be offered to bargaining unit members outside of the classification until straight time and overtime opportunities have been exhausted within the classification.

Cross-training opportunities will be posted and offered in seniority order to employees who are otherwise qualified to do the work.

#23 RE: MENTAL HEALTH AND COMPASSION FATIGUE IN THE WORKPLACE

The parties both agree that a psychologically healthy workplace is a desirable objective for both the employer and its employees. The union

acknowledges that it can play a role in reaching this objective.

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

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

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

The parties further agree to review this topic at labour management meetings as requested by either party. The discussion shall include, but not be limited to, such topics as the employer's Employee

Assistance Program, the use of external consultants and internal resources to address this issue (both those available to the union and the employer), the use of spiritual counsellors (such as Chaplains), etc. The aim of any discussion is intended to (but not necessarily limited to) review matters related to compassion fatigue in the workplace, scheduling practices, return to work issues, and staffing levels.

Understanding the above the parties agree to work together during the life of the agreement in the hope of engaging managers and employees on mental health and their effect on the workplace.

Effective September 1, 2022 - The existing benefit plan shall be amended to provide a separate entitlement for eligible employees to mental health services by a psychologist, registered psychotherapist, or social worker to a maximum of five hundred dollars (\$500.00) per year.

#24 RE: RACIAL JUSTICE ADVOCATE

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

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

The Employer will recognize an employee who is elected by the Union as an advocate and should this representative require unpaid time off, such requests for time off shall not be unreasonably denied.

Dated this 28 day of November, 2022.

**CAESSANT CARE NURSING HOME OF
CANADA LIMITED - WOODSTOCK**

Wanda Sangines

UNIFOR AND ITS LOCAL 636

[Signature]



WORKLOAD REVIEW FORM

Unifor represented staff members are to complete all sections and forward copies to the Unit Chairperson as soon as possible.	
Name (print) & Classification:	
Signature:	
Occurrence Date:	Time:
Workplace:	Unit:
Brief Description of Workload Concern:	

Recommendation to Resolve:

Name/Title of Unifor Representative Notified:

Date/Time of Notification:

A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.