



# **COLLECTIVE AGREEMENT**

**Between**

**SECORD TRAILS CARE COMMUNITY**

**And**

**UNIFOR AND ITS LOCAL 2163**

**PART TIME BARGAINING UNIT**

**October 1, 2019 to September 30, 2021**

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## **ARTICLE 1 – GENERAL PURPOSE**

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

## **ARTICLE 2 – UNION RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees at its nursing home in the County of Oxford, regularly employed for forty-five (45) hours bi-weekly, or less, save and except registered, graduate and undergraduate nurses, recreation supervisor, supervisors, persons above the rank of supervisor, and office and clerical staff and students employed during the school vacation period.
- 2.02 The Employer and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, nor by reason of Union membership or activity, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.

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

### **Joint Commitment in Respect of Harassment**

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

Where a bargaining unit member complains of harassment by a person other than another bargaining unit member, she shall bring such complaint to the attention of the Employer and of the Union. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response she is entitled to file a grievance under the terms of this Collective Agreement.

### **Resident Abuse**

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

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

All investigations will be completed as quickly as possible. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

**2.03 Work of the Bargaining Unit**

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

2.04 The Employer will provide the Union with a list of the names of its Supervisors.

2.05 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit and where the feminine pronoun is used in this Agreement it shall be deemed to include the masculine pronoun, and vice-versa, where the context so requires.

2.06 Where a complaint or complaints is or are being received by management as to the conduct of a bargaining unit member, and the employer investigates such complaints, then upon the completion of the investigation, the employer will supply in confidence to the President of Local 2163, a summary of the complaint and the outcome.

**2.07 Abuse and/or Threatening Behaviour**

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

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify his/her immediate supervisor who will assess the situation and give further direction. It is agreed that no employee will be obligated to work with the resident one-on-one until a satisfactory resolution between the parties has been reached. In the event that a

resident continues with the harassment following the above procedure, the staff member shall be given the opportunity to transfer to a different work area or be assigned a different resident.

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

## 2.08 **Harassment Policy in Respect of Union Members**

### a) Policy

Harassment is a form of discrimination that is prohibited by the Ontario *Human Rights Code* and is a contravention of the Code. Harassment, including sexual harassment, is offensive. Degrading and threatening. The Employer and the Union do not tolerate any form of harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

### b) What is Harassment?

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Ontario *Human Rights Code*.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

### c) Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and the Union will ensure that:

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment in the workplace is an offence under the law.
- The Employer and the Union will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns, or complaints related to harassment with the complainant and the Union.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- name calling;

- racial slurs or jokes;
- mimicking a person's accent or mannerisms;
- offensive posters or pictures on paper repeated sexual remarks;
- physical contact that could be perceived as degrading;
- sexual flirtation, advances, propositions leering comments about a person's sex life;
- innuendo, gestures or taunting about a person's body, disability, attire or gender.

d) Procedure

The Employer and the Union are responsible for:

- advising a complainant when this policy applies;
- providing education regarding harassment;
- clarifying options available;
- identifying and assisting complainants in obtaining counselling;
- facilitating in the resolution process and
- informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, Union or charges under the criminal code.

In addition, the Employer and the Union will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

- e) All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and the Union. They may be either verbal or in written form.
- f) The Employer and the Union will document the complaint and the individual will be informed of her/his rights.
- g) The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.
- h) If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.

- i) The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
- j) An internal resolution will be attempted between the complainant and respondent by the Employer and the Union.
- k) Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
- l) The complainant will be informed of the outcome of the joint investigation in writing that was undertaken by the Employer and the Union.
- m) At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
- n) In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
- o) The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

#### 2.09 **Violence Against Women**

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

#### 2.10 **Women Advocate**

Employer to provide unpaid leave to one employee per Home to participate in the training. However, any expenses are to be assumed by the Union directly and/or through the paid educational leave program.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Union acknowledges that all management rights are vested exclusively with the Employer and, without limiting the generality of the foregoing, it is the exclusive right of the Employer, except as modified by the terms of this Agreement, to:



- a) determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the nursing home, and to plan, direct, and control the work of the employees and the operations of the Home;
- b) maintain order, discipline, efficiency, and in connection therewith to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of this Agreement. The Employer will notify the Union Committee of any alterations of the present rules or regulations, or of new regulations prior to their implementation. All new or revised policies which directly affect the membership will be provided to the Union;
- c) hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or, otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, assignment of duties, promotion, demotion, or classification or a claim that an employee who has completed probation has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

#### **ARTICLE 4 – UNION REPRESENTATION**

4.01 The Union shall elect or otherwise select up to three members of the bargaining unit who shall function as the Union Committee. One of the representatives so selected or elected will be the Union Chairperson.

The Union Chairperson will be assigned to the day shift unless mutually agreed otherwise by the parties. If the Chairperson is not working on the day shift she will exchange her shift with the least senior employee on the day shift in her classification.

At the end of her tenure as Union Chairperson the employees will revert back to their original shift or the position of their last successful posting.

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

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

The Employer agrees to schedule the Chairperson or her designate to hours devoted to Union matters in conjunction with her daily or weekly regularly scheduled hours in the amount of seven and one-half (7<sup>1</sup>/<sub>2</sub>) 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 an attendance at grievance meetings, arbitration hearings and negotiations for all workplace Union representatives.

- 4.02 The Union Committee shall have the right at any time to have the assistance of representatives of the Union. Normally such representatives shall have access to the Employer's premises.
- 4.03 The Union recognizes that members of the Union Committee have regular duties to perform on behalf of the Employer and such persons will not leave their duties on Union business without first obtaining permission from their immediate Supervisor. Such permission will not be unreasonably withheld.
- 4.04 a) Each member of the Union Committee shall receive her regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Employer up to, but not including arbitration. Such attendance will be included in the hours worked for purposes of calculating overtime.
- b) Members of the Union Committee shall receive the regular pay for regularly scheduled working hours lost due to attendance at grievance meetings with representatives of the Employer, whether on or outside the Employer's premises, for which permission has been granted.
- c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees at 1.20 times their hourly rate. The Employer agrees to bill the union by the 15<sup>th</sup> of the month following the month in which the employee was off on such leave.
- 4.05 The Union agrees to supply the Employer with the names of the Union Committee Members and will keep such list up to date at all times.

## **ARTICLE 5 – UNION SECURITY**

- 5.01 All employees covered by this Agreement shall have Union dues deducted monthly as a condition of employment.
- 5.02 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The employee will be introduced to the Union Chairperson or designate by a representative of the Employer.

It is mutually agreed that arrangements will be made for a Union representative to interview/meet each newly hired employee once during the first thirty (30) days of her employment for the purpose of informing such employee of the existence of the Union in the facility. The Employer shall advise the Union monthly as to the names of the persons to be interviewed. The interview/meeting will not exceed fifteen (15) minutes. However, if there is more than one newly hired employee to be interviewed simultaneously, the interview may continue for a maximum of thirty (30) minutes.

- 5.03 The Employer will provide to the Union Chairperson on a monthly basis a listing of the names, addresses and classifications of all new hires, the names of employees who have terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer, and Weekly Indemnity.
- 5.04 The Employer agrees that it will deduct Union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in accordance with the provisions of the Constitution of the Union, in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union to the Union at the following address:

**UNIFOR**  
**115 Gordon Baker Road**  
**Toronto ON M2H 0A8**

or such other address as directed by the Local Union in writing.

A list of employees for and on whose behalf such deductions have been made shall also be forwarded to the Union at the same address and at the same time.

- 5.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement except for any claim or liability arising out of an error committed by the Employer.
- 5.06 T-4 slips issued annually to employees shall show deductions made for Union dues.

## **ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE**

- 6.01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below:
- 6.02 **Complaint**  
Any employee having a complaint shall first take the matter up with her immediate manager or designate when the employee became aware of the issue giving rise to the complaint. The immediate manager or designate shall give a decision within seventy two (72) hours of such discussion. If the immediate manager's or designates decision is not satisfactory to the employee, the employee may refer the complaint to the Union Committee.
- 6.03 If an employee is called to the office for an interview, which could result in a disciplinary action, a member of the management will have a committee person, or steward, present. In no case will discipline be administered without a committee person, or shop steward, being present unless the employee requests otherwise, in which case the employee will sign off their refusal for Union representation. Such interview, or the administration of discipline, will take place at least one hour prior to the end of the shift.

A meeting with the employee, and at the employees request the Union, shall take place within seven (7) business days following the completion of the investigation, with the results of the investigation regardless of whether or not discipline is issued.

6.04 **Step 1**

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

**Step 2**

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

- 6.05 The parties shall use a single arbitrator to decide unresolved grievances between them selected from the list below. **The party submitting the grievance to arbitration shall advise as to three (3) selections to act as sole arbitrator. The recipient of the grievances shall reply, accept one of the arbitrator selections or provide three (3) additional selections for the submitting parties to review.**

Wes Rayner  
Loretta Mikus  
Tim Armstrong  
Ted Crljenica  
Laura Trachuk  
David Starkman

The parties may add to the list by mutual agreement.

- 6.06 The cost of the arbitrator shall be shared equally by the Employer and the Union.
- 6.07 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provision of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.
- 6.08 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.
- 6.09 **Group and Policy Grievances**  
The grievance procedure outlined in this Article shall apply equally to a grievance lodged by a group of employees, or to a policy grievance. Such grievances shall be filed in writing

at Step 1 within ten (10) calendar days of becoming aware of the issue giving rise to the complaint.

It is understood that the Employer may file a Policy grievance with the Union under this clause.

6.10 **Discharge Grievance**

a) A claim by an employee that she has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is filed by the employee within five (5) calendar days after the employee has received notice of discharge or suspension in writing from the Employer. Such special grievance shall be taken up at Step 2 of the grievance procedure.

An employee who is suspended or discharged shall be given reasonable opportunity to consult, in private, with his/her steward before leaving the premises.

b) It is agreed that the Union Chairperson will be notified immediately upon the dismissal or suspension of any employee within the bargaining unit.

6.11 Time limits fixed in the grievance procedure and arbitration procedure may be extended only by mutual consent of the parties.

6.12 **Right to have a Steward/Union Committee Member Present**

An employee subject to formal disciplinary action which is to be recorded in the employee's personnel file as formal disciplinary action shall have a Steward/Union Committee member present at the time such discipline is given. The Union will receive a photocopy of the disciplinary action.

6.13 Records of formal disciplinary action (verbal warnings, written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once twelve (12) months have elapsed since the date of the last formal disciplinary action on the file.

Formal disciplinary action, in this context, is any disciplinary action which is reduced in writing and given to the employee.

Such records will not be removed where the disciplinary action arises from an interaction with residents or family members, until, in the case of verbal or written disciplines, 18 months have elapsed since the date of the last formal disciplinary action on file, or in the case of disciplinary suspensions, 36 months have elapsed since the date of the last formal disciplinary action on file.

6.14 **Mediation**

Either party, with the agreement of the other party, may submit a grievance to 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.

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

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

The parties shall agree on a mediator.

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

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

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

If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

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

## **ARTICLE 7 – EMPLOYMENT FILES**

7.01 An employee may review their personnel file subject to the following points:

- the employee must have completed probation, and
- the employee must make a request, and
- the employee must give three (3) business days' notice, and
- the review must be undertaken in the presence of the supervisor, and
- there must be reasonable intervals of time between requests.

## **ARTICLE 8 – EDUCATION FUND**

8.01 The Employer agrees to pay into a special dues fund the amount of three cents (\$0.03) per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by UNIFOR and shall be utilized by the Union at its discretion.

## **ARTICLE 9 – OVERTIME BANKING**

9.01 Employees may choose to receive full payment of overtime hours worked, including premium pay for holidays, or elect to bank said overtime hours, up to a maximum of seventy-five (75) hours in a twelve (12) month period beginning with the start of the pay period in which November 1<sup>st</sup> occurs.

If an employee elects to bank the premium pay for a holiday, then it is the total pay for the day that is banked, and the paid lieu day is assigned as the day worked.

9.02 Time off must be taken in increments equal to the duration of the employee's regular shift. In justifiable circumstances, an employee may, with prior approval of her manager or the Director of Administration, take an increment of one-half ( $\frac{1}{2}$ ) of her regular shift. Such requests will not be unreasonably denied. The maximum number of increments that may be taken in a year is ten.

9.03 The Employer will pay out any accumulated overtime if such overtime has:

- i) Not been taken by the start of the pay period in which November 1<sup>st</sup> occurs, and
- ii) Has not been approved as time prior to the start of the pay period in which November 1<sup>st</sup> occurs.

The payout will occur on the following regular pay, unless the amount exceeds twenty-two and one-half ( $22\frac{1}{2}$ ) hours, in which case the payout will be by separate payment. If the overtime is used as time off, the monies will be paid as part of the pay for the pay period during which the day was taken.

9.04 All requests to bank overtime hours must be submitted on the approved form prior to the overtime being worked.

9.05 A copy of the signed form (employee & supervisor) will be given to the employee.

9.06 When an employee requests their lieu days off, they shall do so, in writing, with not more than four (4) weeks' notice, and with not less than one (1) weeks' notice on the appropriate form to be supplied by the Employer and the Employer will endeavour to accommodate employee's needs in this request. The Employer will supply a reasonable explanation if employees are not granted the dates requested.

9.07 The Employer shall reply, in writing, within three (3) working days of the request.

9.08 Banked time requests will be on a first received, first granted basis. In the event two (2) or more employees request banked time on the same day, seniority will prevail.

9.09 The employees must own the banked time prior to making the request for banked time.

## **ARTICLE 10 – UNION/EMPLOYER MEETINGS**

10.01 The Union Committee and the Employer shall meet at a time mutually agreed upon for the purpose of discussing matters arising out of the administration of this Agreement. The

party requesting such a meeting shall supply an agenda and the other party shall include its agenda items in its response.

## **ARTICLE 11 – NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 12 – SENIORITY**

12.01 A new employee will be considered on probation until after she has completed four hundred and fifty (450) hours of work.

Upon completion of the probationary period, the employee's name will be placed on the seniority list with seniority dating from the first day worked, including any continuous employment as a full time employee.

If more than one employee begins work on the same day, their eventual order of seniority will be determined by random selection on their first day of employment, and once they have completed the probationary period, they will be placed on the seniority list in that order.

If an individual transfers from the full time bargaining unit, and has the same seniority date as an employee(s) within the part time bargaining unit, the individual who is transferring shall be placed on the seniority list following the part time employee(s), and shall be considered junior to the other employee(s).

This applies only to persons who have not been placed on the seniority list as of December 1, 2003.

12.02 The Employer will supply the local Union Office and the Union Committee member with sufficient copies of the Seniority list in January and July of each year. If there are no written complaints concerning the seniority list in the 6 months following its posting, the list shall be deemed to be accurate.

### **12.03 Loss of Seniority**

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

- a) voluntarily resigned, quits, retires, or is retired; or
- b) is discharged for just cause and not reinstated pursuant to the provisions of the grievance and arbitration procedures; or
- c) overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days for which she was scheduled to work, without a justifiable reason for the absence; or



- d) fails to report for work in accordance with a notice of recall, or to inform the Employer within three (3) working days of receipt of notice of recall of her intention to return to work, or fails to return to work within ten (10) working days of the receipt of notice of recall, unless a satisfactory reason is given; or
- e) is laid-off from work for a period of sixty (60) months.

An employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the employee's seniority will be frozen. She will be entitled to return to her former position at the end of the leave. This clause will not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside of the bargaining unit.

Employees leaving the bargaining unit can only do it once during the agreement unless agreed to by the parties.

12.04 In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks' notice. This notice is not in addition to the required notice for individual employees.

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

- if her service is greater than nine (9) years ..... nine (9) weeks' notice
- if her service is greater than ten (10) years ..... ten (10) weeks' notice
- if her service is greater than eleven (11) years ..... eleven (11) weeks' notice
- if her service is greater than twelve (12) years ..... twelve (12) weeks' notice

12.06 **Layoff Procedure**

- a) In the event of layoff, the Employer shall lay off employees in reverse order of their seniority within their classification, provided that there remains on the job employees who have the ability and qualifications as required by law to perform the work.
- b) An employee who is subject to layoff shall have the right to either:
  - i) accept the layoff; or
  - ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. The orientation will be as needed, consistent with that provided by current practice. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

#### 12.07 **Recall Rights**

- a) An employee shall have the opportunity to recall from a layoff to an available opening, in order of seniority, provided he has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purpose of the paragraph above, the Employer shall not act in an arbitrary manner.
- b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff.
- c) No new employees shall be hired until all those laid off have been given the opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified unless a satisfactory reason is given. The employee is solely responsible for his proper address being on record with the Employer.
- e) Employees on layoff have a right of recall to their former position, and this supersedes the posting provisions of the collective agreement.

Employees on layoff may apply for any posted position.

Employees on lay off, or notice of lay off, have a right to preferential consideration for temporary vacancies expected to exceed fourteen (14) days.

- f) Employees shall retain rights of recall for a period of sixty (60) months. Employees on recall are responsible for the maintenance of any skills and/or license to practice required for them to return to work.

12.08 Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the grievance procedure.

12.09 Seniority shall be maintained and accumulated during authorized leaves of absence and absences due to illness or accident. The Employer may require the employee to furnish to the Employer on or before the return to work of the employee, a medical certificate with respect to illness or accident.

### **ARTICLE 13 – HOURS OF WORK AND OVERTIME**

13.01 Employees will be entitled to two (2) fifteen (15) minute break periods, one in each half of a six and one-half (6<sup>1</sup>/<sub>2</sub>) hour shift or more or one (1) thirty (30) minute break in a six and one-half (6<sup>1</sup>/<sub>2</sub>) hour shift or more, as mutually agreed, without a reduction in pay and without increasing the regular working hours.

For shifts of less than 6<sup>1</sup>/<sub>2</sub> hours' duration, one (1) fifteen (15) minute break period will be provided. For any shift of five (5) hours duration or more, there will be an unpaid meal period. For any shift of more than six (6) hours' duration, a second fifteen (15) minute break period will be provided.

13.02 The normal daily hours of work shall be up to seven and one-half (7<sup>1</sup>/<sub>2</sub>) hours exclusive of an unpaid meal period. This does not constitute a guarantee of hours of work.

13.03 Either party may request a meeting for the purpose of discussing amendments to the scheduling procedures in effect, including the start times of shifts, or general changes concerning weekends off.

13.04 Overtime shall be paid for all hours worked over seven and one-half (7<sup>1</sup>/<sub>2</sub>) hours in a shift exclusive of meal periods or seventy-five (75) hours in a two (2) week pay period.

13.05 Schedules for a six (6) week period will be posted two (2) weeks in advance.

Employees are required to submit their availability a minimum of four (4) weeks prior to the posting of the schedule. Such posted schedule shall not be changed without notification to the employee(s) affected, or so as to allow the mutual exchanging of shifts. The Employer agrees to give at least twenty-four (24) hours' notice to an employee if the posted schedule is changed. If the Employer gives less notice, but still gives notice, then an employee may choose not to report, or report, and be guaranteed at least four (4) hours of work. It is understood the Employer will not be responsible to premium payments as a result of the exchange of shifts. Such changes to the schedule, including exchanges,

are subject to the Director of Administration's or her designates approval, and approval will not be unreasonably withheld.

Notwithstanding any other provision of this agreement, the schedule covering the Christmas/New Year period shall be posted six (6) weeks in advance. The schedule will provide employees four (4) consecutive days off at either Christmas or New Year's. The four consecutive days will include December 24<sup>th</sup> and 25<sup>th</sup>, or December 25<sup>th</sup> and 26<sup>th</sup>, or December 31<sup>st</sup> and January 1<sup>st</sup>. Employees assigned Christmas off one year will be assigned New Year's off in the following year. To provide for the scheduled time off at Christmas and New Year's, other scheduling rules in this Collective Agreement may be temporarily suspended, and the employer may assign the Christmas and New Year's holidays. Although the Employer will endeavour to provide the four (4) days off to all employees, if all employees cannot be accommodated, the more senior employees will receive the four (4) days off. Nothing in the foregoing prevents employees from exchanging shifts, as set out in this Collective Agreement, with other employees, even if as a result, an employee works some, all, or none of the holidays.

Where it is possible and practical to schedule employees off for both Christmas and New Year's, then notwithstanding the foregoing, the most senior part time employees will be so scheduled. In those circumstances, the part time employee will be scheduled off for two (2) consecutive days off at Christmas (being December 24<sup>th</sup> and 25<sup>th</sup>, or December 25<sup>th</sup> and 26<sup>th</sup>) and two (2) consecutive days off at New Year's (being December 31<sup>st</sup> and January 1<sup>st</sup>).

Shift exchanges will be permitted within two (2) pay periods. Shift exchanges will not be unreasonably denied. It is the responsibility of the employee to advise the Employer in writing one (1) week in advance of any shift exchanges. It is understood that the Employer will not be responsible for overtime premium payments as a result of the exchange of shifts between two pay periods.

13.06 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

13.07 **Daylight Savings Time**

During the changeover from daylight savings time to Eastern Standard Time, or vice versa, an employee shall be paid for the hours actually worked.

13.08 Employees shall normally have at least one (1) full weekend in two (2) off. An individual employee, and the Employer, may agree to a mutually acceptable alternative. The Employer will endeavour to minimize the practice of scheduling an employee to work on a single day of a weekend. Other than changes arising from this commitment, there will be no changes to the existing weekend scheduling practices, unless there have been discussions as set out in Article 13.03.

13.09 In the event that a Home assigns a number of residents or a workload to an individual employee or group of employees, such that she or they believe she/they have cause to believe that she or they are being asked to perform more work than is consistent with proper care they may raise the matter in labour/management meetings

13.10 Part-Time Employees shall be permitted to give away two (2) shifts per calendar year, subject to agreement with the Home. Such agreement shall not be unreasonably denied. It will be the responsibility of the employee to find their replacement and advise the Employer in writing two (2) weeks prior to the posting of the schedule in which the shift falls. It is understood that the Employer shall not be responsible for any overtime premiums as a result of this language and that there shall be no shift giveaways from December 15<sup>th</sup> through January 5<sup>th</sup>.

13.11 Maintenance who report for work for any scheduled shift without being notified to the contrary, will be guaranteed at least four (4) hours of work or if no work is available, will be paid for at least four (4) hours at the applicable rate.

#### **ARTICLE 14 – PAID HOLIDAYS**

14.01 a) Any qualified employee who is required to work on any of the following

paid holidays will receive pay at the rate of one and one-half (1<sup>1/2</sup>) times the employee's regular straight time hourly rate of pay for all hours worked, plus regular pay for hours normally worked subject to 14.03.

New Year's Day

Labour Day

**Family Day**

Thanksgiving Day

Good Friday

Remembrance Day

Victoria Day

Christmas Day

Canada Day (July 1)

Boxing Day

Civic Holiday

b) One (1) float holiday will be credited as of the employee's birthday. This float holiday shall be taken as a day off with pay within the thirty (30) days following the individual's birthday. If the day is not taken within the thirty (30) days, it shall be paid out. In order to qualify for the float holiday, a newly hired employee must have completed their probationary period to be eligible.

14.02 a) If one of the above-mentioned holidays occurs in 13.01 a) on an employee's regular day off, if qualified, shall receive a day's pay, or with written notice to the Employer, prior to the holiday, shall receive an additional day off, with pay, in lieu thereof within thirty (30) days following the holiday, noting if the day is not taken within the thirty (30) days, it shall be paid out.

b) If one of the above mentioned holidays occurs in 13.01 a) during her vacation period, the four (4) corresponding with the vacation that includes the holiday will not be considered individual vacations days as outlined in Article 15.05

14.03 To qualify for holidays under 14.01 and 14.02 an employee must:

- a) Have earned wages on ten (10) days in the previous twenty-eight (28) days prior to the holiday. If an employee is paid vacation pay for a day on which the employee was scheduled to work, that day (or days) shall be considered a day or days on which wages were earned.
- b) Have worked on the last scheduled day prior to the holiday, and also on the first scheduled day after the holiday. This criterion will not apply if the absence was for sick leave approved by the Director of Administration.
- c) If an employee has met the qualifiers for statutory holiday, they are deemed to have qualified for lieu day(s) pay.
- d) An employee who is scheduled to work on a paid holiday, and who fails to do so shall lose her entitlement to the holiday pay unless she is absent due to illness or disability verified by a qualified medical practitioner.
- e) Failure to earn wages in accordance with a) above as a result of a return to work accommodation either permanent or temporary, the employee shall be paid stat holiday pay in accordance with the *Employment Standards Act* calculation.

14.04 An employee may receive holiday pay, in accordance with the *Employment Standards Act*, on a day for which they receive WSIB payments, in accordance with the *Workplace Safety and Insurance Act*.

**ARTICLE 15 – VACATIONS**

15.01 Employees covered by this Agreement shall receive a percentage of their gross earnings based on the formula one (1) week vacation time – two percent (2%) of gross earnings, for the year ending June 30<sup>th</sup>. Requests shall not be unreasonably denied. All employees entitled to vacation leave shall be paid vacation pay from their bank in proportion to the amount of vacation taken and payment shall be on the regular pay day which corresponds to the period of leave taken.

0 to less than 1 year	4% of gross earnings
After 1 year of service	2 calendar weeks' vacation with pay at 4% of gross earnings
After 3 years of service	3 calendar weeks' vacation with pay at 6% of gross earnings
After 8 years of service	4 calendar weeks' vacation with pay at 8% of gross earnings
After 15 years of service	5 calendar weeks' vacation with pay at 10% of gross earnings
After 22 years of service	6 calendar weeks' vacation with pay at 12% of gross earnings

After 26 years of service	6 calendar weeks, plus one half (1/2) day vacation with pay at 12.4% of gross earnings
After 27 years of service	6 calendar weeks, plus one (1) day vacation with pay at 12.8% of gross earnings.
After 28 years of service	6 calendar weeks, plus one and one half (1 1/2) days' vacation with pay at 13.2% of gross earnings.
After 29 years of service	6 calendar weeks, plus two (2) days' vacation with pay at 13.6% of gross earnings.
30 years of service or more	6 calendar weeks, plus two and one-half (2 1/2) days' vacation with pay at 14% of gross earnings.

NOTE: Vacation pay will include the previous year's vacation pay.

If, as of July 1<sup>st</sup> of any year, an employee has the required service to move to the next higher percentage, then the higher percentage applies to the gross earnings for the entire previous year, regardless when the employee achieved the service level. If however the employee achieves the service level, but leaves the Employer's employ before July 1 following, the previous percentage applies to the gross earnings, including earnings after the service level was achieved.

- 15.02 Should the employee become ill immediately prior to an employee's scheduled vacation and thus prevented from going on vacation, as confirmed by a doctor's certificate, the Employer will make her best effort to reschedule an employee's vacation, if requested by the employee.
- 15.03 An employee who leaves the employ of the Employer for whatever reason shall be paid the vacation allowance as herein provided.
- 15.04 Employees must use not less than two (2) weeks of vacation as time off, and the Employer reserves the right to schedule such vacation if not taken. An employee may waive the balance of their vacation, and the Employer will not schedule the employee except as requested. Any vacation time off not used by the June 30<sup>th</sup> date following the June 30<sup>th</sup> date on which it was credited is lost.

Vacation, as time off, can be used in one of two ways:

- a) as two (2) weeks of vacation (a week of vacation being defined as seven (7) consecutive calendar days, beginning with the first shift of a Monday, and ending with the last shift of the following Sunday), whether as two (2) single weeks, or two (2) consecutive weeks, or
- b) As additional weeks of vacation, as defined, or as individual days of vacation, in which case the number of days that would constitute a week of vacation would be the number of days the employee would normally and customarily work in a bi-weekly pay period, divided by two (2).

Such individual days of vacation cannot be requested until the vacation schedule has been posted.

Employees may use individual days of vacation even if they have not yet taken the vacation, as set out in part (a).

If an employee wishes to use a week of vacation as individual days off, the employee must advise their supervisor in advance, and requests for specific days off will be assessed subject to the normal criteria of the Employer.

All employees entitled to vacation leave shall be paid vacation pay from their bank in proportion to the amount of vacation taken and payment shall be on the regular pay day which corresponds to the period of leave taken.

- 15.05 i) The Employer will post a vacation request sheet by March 1<sup>st</sup>. The vacation request sheet will remain posted until March 31<sup>st</sup>. Employees shall indicate any vacation preference, for the period July 1<sup>st</sup> to June 30<sup>th</sup> of the year following. The Employer will grant vacations based on these requests, and where there is a conflict that cannot be resolved, the vacation request of the more senior employee shall be granted.
- ii) A vacation schedule shall be posted by April 30<sup>th</sup>, indicating the vacation granted. Once posted, vacation periods shall not be changed without the consent of both the employee, and the Employer.
- iii) Vacation requests which arise after the schedule is posted will be granted on a first come first served basis.
- iv) Requests for vacation during the Christmas and New Year period will be considered.
- v) To ensure all members of the bargaining unit equal opportunity for vacation during July and August, no employee may request more than two (2) consecutive weeks of vacation when the original vacation request sheet has been posted. Once the vacation list has been posted, additional vacation may be requested, even if it is consecutive to the original request.
- vi) Requests for vacation days, or vacation time, other than those requests provided on the vacation request sheet will be approved or rejected, in writing, within seven (7) calendar days of receipt of the request.
- vii) In the event than an employee requires a vacation day and the employee is able to find their own replacement, the seven (7) day request period may not apply. Normally, the employee must advise the employer of the change in schedule at least forty-eight (48) hours prior to the schedule change. The employer reserves the right to decline the request if such request unduly affects the operation of the Home. The employer reserves the right to limit these schedule changes.



viii) Vacations are not cumulative from year to year and all vacations must be taken no later than July 1<sup>st</sup> of the year following the year in which vacation was accrued. In the absence of mutual agreement between the employee and the employer, the Employer has the right to schedule vacations.

15.06 Employees with four weeks of vacation, or more, may carry forward one (1) week of vacation for use in a subsequent vacation year.

15.07 Employees are required to take at least fifty percent (50%) of their vacation, where an employee does not request their vacation by January 15<sup>th</sup> of each year the employer shall schedule their vacation. Any unused vacation pay shall be paid out on the first full pay in July of each year.

15.08 Any vacation money that is left will be paid out in full to members by second pay date of July.

## **ARTICLE 16 – LEAVES OF ABSENCE**

### 16.01 Personal Leave

The Employer may grant a leave of absence without pay. Such requests shall be made in writing. Requests will not be unreasonably denied.

No employee on leave of absence may be otherwise employed or compensated for work performed, except as may be specifically outlined in any request for such a leave of absence. No requests for leaves of absence for other employment purposes will be granted.

### 16.02 **Bereavement Leave**

- a) Upon the death of an employee's spouse, child or stepchild, or grandchild, the employee shall be granted leave to a maximum of seven (7) consecutive calendar days without loss of pay.
- b) Upon the death of an employee's mother, father, step-parents, mother in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandparent-in-law, grandchildren, son-in-law, or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending the day of the funeral.
- c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.

- e) If an employee is bereaved while on a holiday or holidays, this sub article shall apply as if the employee were at work, on her regular schedule, the employee may claim bereavement leave, and the holiday or holidays would be rescheduled.

Special circumstances may arise from time to time that limit or restrict an employee's ability to attend the funeral and/or applicable service of bereavement. In such circumstances, requests shall be made to the Director of Administration or her designate, and such request shall not be unreasonably denied. It is important to note that at no time will bereavement exceed the defined paid maximums defined in Article 15.02 (Article 16 of Part Time Agreement) for the applicable family member who has passed.

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

- f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- g) Notwithstanding any other provision of this sub-article, if an employee is bereaved while on vacation, this sub-article shall apply as if the employee were at work, on her regular schedule, the employee may claim bereavement leave, and the appropriate amounts of vacation would be rescheduled.

An employee can apply to use one (1) paid bereavement day to which she would otherwise be entitled in accordance with this clause for use at a later date to attend an interment or equivalent service.

#### 16.03 **Union Leave of Absence**

Leave of absence without loss of seniority or service shall be granted, upon request to the Employer, to attend Union conventions, conferences or to attend to Union business to a maximum of forty (40) working days in any one calendar year within each bargaining unit at each work site. The forty (40) working day limit shall not include PEL absences nor absences to attend other Union educational programs. The limit does not apply to the Union Chairperson.

Employees requesting leave of absence shall provide such request in writing at least one (1) week in advance of the leave.

An employee may apply to the Employer for a long-term leave of absence without pay but without loss of seniority if they are elected or appointed to a full-time position with the Local or the National Union. During such leave the Union shall be responsible for providing WSIB coverage.

#### 16.04 **Education Leave**

- a) If required by the Employer an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade her employment qualifications.

- b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- c) The Director of Administration may grant a request for unpaid leave of absence to upgrade employment qualifications provided that she receives at least one month's notice in writing unless impossible, and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specific date of return.

#### 16.05 **Jury and Witness Duty**

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

- a) notifies the Nursing Home immediately on the employee's notification that she will be required to attend at court;
- b) presents proof of service requiring the employee's attendance; and
- c) deposits with the Nursing Home the full amount of compensation received; excluding mileage, travelling and meal allowance, and an official receipt thereof.

#### 16.06 **Absence Due to Illness**

- a) Any employee absenting herself on account of personal illness must notify the Employer on the first day of illness before the time he would normally report for duty.
- b) An employee will not be required to provide the Employer with a medical certificate confirming the employees' personal illness prevents the employees' attendance at work, unless:
  - i) the employee has been absent for at least three (3) consecutive scheduled shifts, and the Employer has requested such certificate; or
  - ii) the employee has an established pattern of absenteeism, and the Employer has given the employee written notice he or she must provide such a certificate; or
  - iii) the Employer assumes the cost of the certificate.
- c) Any employees' reinstatement after sick leave will be conditional on his or her supplying, when requested, a certificate from his or her physician that he or she is sufficiently recovered from the personal illness which caused his or her absence and is capable of performing his or her former duties and responsibilities.

**16.07 Family Leave**

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

An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the plan and matched by the employee), in which the employee is participating during the leave.

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

**16.08 Military Leave**

An employee will be granted unpaid Military Leave in accordance with the *Employment Standards Act*, in addition unpaid leaves may be granted for the purpose of fulfilling their military training. The employee will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received. Seniority will continue to

accrue on such leaves and service will accrue in accordance with the effect of absence provisions within the collective agreement.

**ARTICLE 17 – PREGNANCY AND PARENTAL LEAVE**

**17.01 Pregnancy and Parental Leave**

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

**17.02 Pregnancy Leave**

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

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

b) Pregnancy leave shall be granted as a right.

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

Additional leave of absence may be taken under Article 17:09 Parental Leave.

- d) Notwithstanding Article 17:02 (b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance benefit.

Effective January 1, 1992 and upon confirmation of the SUB Plan by the Employment Insurance Commission an employee on maternity leave who is in receipt of

Employment Insurance maternity leave benefits shall be paid a supplemental Employment Insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment

Insurance benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 75% of the employee's normal weekly earnings.

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

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

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

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

- 17.03 An employee who does not apply for leave of absence under Article 17:02 and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17:02 upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- 17.04 During the period of the leave, the Employer shall continue to pay the Employer's portion of the hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue her share

of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

17.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests

the leave of absence. If an employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

17.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 17:08.

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

17.08 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 17.09 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

17.09 Parental Leave

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

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

(c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.

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

(e) Parental leave ends sixty-one (61) weeks after it began, or sixty-three (63) weeks for those who don't take pregnancy leave, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- (e) For the purposes of parental leave under Article 17.09 Parental Leave, the provisions under 17:02, .04, .05, .06, .07, .08 shall also apply.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

## **ARTICLE 18 – BENEFITS ALLOWANCE**

- 18.01 A part time employee shall receive, in lieu of Health and Welfare Benefits and Income Protection only, a premium of ninety cents (\$0.90) per hour for all hours worked by the employee calculated, and added on to each pay.

In addition to this payment, the employer will pay one hundred percent (100%) of the premium for a \$15,000 group life insurance benefit for eligible part time employees. A part time employee becomes eligible upon the completion of the probationary period, but to maintain that eligibility, must work an average of not less than one (1) shift per week, averaged over either the preceding six (6) months, or the employee's period of employment, whichever is the lesser.

- 18.02 **Employment Insurance Rebate**

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

- 18.03 **Liability Insurance**

Should an employee, who is a Health Professional under the Regulated Health Profession Act, be required to provide her or his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Home's liability coverage for Health Professionals in the Home's employ

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

## **ARTICLE 19 – SHIFT AND WEEKEND PREMIUM**

- 19.01 Employees shall have their preference of shifts in accordance with their seniority, and their ability to perform the work and providing there is a vacancy on the shifts requested. Employees will not be required to split shifts nor to work rotating shifts. A shift premium of twenty cents (\$0.20) per hour worked between 2:00 p.m. and 6:00 a.m. of the following day will be paid.

In order to maintain quality of resident care, employees on preferred shifts will be required from time to time to work day shifts in order that such employee may receive a refresher course in training in her area. The Employer may require a particular employee on a preferred shift to transfer to days where her performance has necessitated additional training.

19.02 Employees who work between 11:00 p.m. Friday, and 11:00 p.m. of the following Sunday, shall receive a weekend premium of thirty cents (\$0.30) per hour worked.

Effective the first full pay period following January 1, 2021 increase weekend premium to forty cents (\$0.40).

## **ARTICLE 20 – UNION BULLETIN BOARD AND PRINTING OF COLLECTIVE AGREEMENTS**

20.01 The Employer shall provide a bulletin board which shall be placed so all employees have access and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

20.02 The Employer shall, upon execution by the parties of a new Collective Agreement, provide on a 50/50 cost-sharing basis, a copy of the Collective Agreement in booklet form.

20.03 The parties agree that the Union will provide the Employer with a Word Document of the draft Collective Agreement within thirty (30) days of ratification of the settlement, within thirty (30) days of receipt of the draft Collective Agreement, the Employer shall forward their comments, errors or omissions to the Union. The Union will, within fifteen (15) days forward the corrected agreement to the Employer, who will finalize and return the final copy for printing and signature.

## **ARTICLE 21 – JOB POSTING**

21.01 It is mutually agreed that notices within the scope of the bargaining unit of any vacancy which the Employer proposes to fill, including casual positions, and which vacancy would occur as a result of a death, retirement, resignation, promotion, demotion or termination of employment, or by the creation of a new job, shall be posted on all bulletin boards for a period of seven (7) days. If an emergency exists that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately.

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

Full time employees may also bid on such vacancy or new job created during the seven (7) day posting. If seniority is to be determinative, then the seniority of the applicants shall be compared on the basis of date of hire.



Employees who were the successful applicant pursuant to the job posting cannot post into another vacant position, either until the position they are currently in has ended or after the expiration of six (6) months, whichever comes first, unless the subsequent represents additional hours and/or a higher wage.

- 21.03 a) In the event the successful applicant, during the first two (2) weeks worked in the new job, proves unsatisfactory to the Employer, or requests a return to her former position, then in either case she shall be returned to her former position without loss of seniority. The trial period may be extended by written agreement between the Employer and the Union.
- b) The trial period applies if a part time employee successfully applies for a full time position. However, in such circumstances, then during the trial period, the part time employee shall continue to receive all of the benefits normally provided a part time employee, and not receive the benefits normally provided a full time employee.
- c) If an individual fails to complete a trial period, then if there are other applicants for the original posting, those applicants will be considered prior to the vacancy being reposted.
- d) It is agreed that the Employer will not be required to post the position of the person(s) filling the initial and subsequent vacancies until the trial periods as defined in 21.03 (a) have been exhausted.

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

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

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

21.06 Temporary full time vacancies will be filled with part time employees as follows:

Any temporary full time vacancy with an anticipated duration of one month or more will be offered to the senior part time employee within the same classification who is not already in a temporary full time position. Employees may accept or reject the opportunity. If the opportunity is rejected, it is then offered to the next most senior employee until it is accepted.

21.07 Temporary part time vacancies with an anticipated duration of two (2) months or more will be posted. If the vacancy is anticipated to be of shorter duration, the shifts will be distributed among the other part time employees.

#### 21.08 **Temporary Full-time Positions and Benefit Coverage**

If a part-time employee temporarily assumes a temporary full-time position, then for the first three months of the placement, the part-time employee will continue to be treated for all purposes as a part-time employee. If the individual continues in the position for more than three (3) months, then effective as of the start of the fourth month, the individual will thereafter be treated for the purpose of benefits as a full-time employee. All benefit coverage available to full-time employees, including sick leave, will be made available to the part-time employee. The employee will no longer be paid money in lieu. All other provisions of the full-time Collective Agreement will apply, but the part-time employee will retain her seniority in the part-time bargaining unit, and the right to return to her part-time position.

21.09 An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article shall be entitled to enroll in the benefits under any one of the following conditions without the restrictions set out elsewhere in this collective agreement or in the benefit plan under any one of the following circumstances:

- i) A life changing event such as divorce (where the settlement does not provide for spousal coverage), or death of a spouse:
- ii) When an employee transfers from a part time classification to a full time classification and has passed the trial period as set out in this agreements provided they apply for such coverage within thirty-one (31) days of the life changing event or of the date they are confirmed in their full time position after completing the trial period. In addition to the above, where an employee's spouse loses his or her benefits, an employee shall be entitled to enroll in the Extended Health and Dental benefits only, provided they do so within thirty-one (31) days from the date their spouse loses their benefits.

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

## **ARTICLE 22 – JOB SECURITY**

22.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out.

22.02 If the employer concludes, on its own initiative, it will cease operations, or close the facility, then the employer will give the Union at least four months' notice of the anticipated date, and will meet with the Union to discuss issues related to the proposed cessation of operations or closure.

If the employer concludes that because of fire, flood or other disaster, it will cease operations, or close the facility, then the employer will give the Union notice, and will meet with the Union to discuss issues related to the proposed cessation of operations or closure.

If the employer is required by an action, or lack of action, of or by an outside agency, to cease operations or close the facility, then the employer will advise the Union of the circumstances as soon as the employer is aware of them, and will meet with the Union to discuss issues related to the proposed cessation of operations or closure.

## **ARTICLE 23 – JOB ASSIGNMENT TRANSFER**

23.01 When the Employer temporarily assigns an employee, for a minimum of one hour or more, to carry out the responsibilities of a salaried employee, the employee shall receive one dollar and fifty cents (\$1.50) per hour so assigned.

When the Employer temporarily assigns a registered practical nurse, for a minimum of one hour or more, to carry out the responsibilities of a registered nurse, the registered practical nurse shall receive one dollar and seventy-five cents (\$1.75) per hour so assigned.

23.02 When an employee is temporarily assigned to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period of one hour or more in a shift, she shall be paid the rate in the higher paid classification immediately above her current rate, from the commencement of the assignment.

### **23.03 Transfers**

When an employee transfers or is transferred from one department or classification to another department or classification, whether the wage rate is equal to or higher, she or he shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer. If the wage rate is less than the wage rate of the transferred employee she shall receive the corresponding rate vertically in the new classification.

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

23.04 Where an employee is called into work within one-half hour of the starting time of a shift and the employee commences work within one hour of the call, then the employee shall be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

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

## **ARTICLE 24 – UNIFORMS**

24.01 All employees who are required to wear uniforms will be paid an allowance of nine cents (\$0.09) per hour for all hours worked.

The uniform allowance will be accrued, and paid annually on the second payday in January.

Effective the first pay period following January 1, 2021 uniform allowance will be paid on the same basis as full time, on every pay.

24.02 If an employee's eyeglasses are damaged by the action of a resident, the Employer will reimburse the employee for the cost of repair or replacement.

If an employee's uniform or shoes are damaged through circumstances beyond the control of the employee, and are no longer serviceable, the Employer will reimburse the employee for the cost of repair, or as appropriate, the replacement cost. Normal wear and tear is expected.

## **ARTICLE 25 – HEALTH, SAFETY AND THE ENVIRONMENT**

25.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.

25.02 A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, and an equal number of Employer representatives. The Union will be entitled to two (2) representatives and, provided that the Union represents a majority of the employees at the work location, such additional representatives as are required to ensure the total number of Union representatives is greater than the total number of representatives from other Unions, and employees who are not represented by Unions. Employees who are not represented by Unions do not include management representatives.

25.03 At no time shall the number of company members be allowed to outnumber the amount of Union members.

25.04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a Union member, and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.

25.05 The committee shall operate in accordance with the *Occupational Health and Safety Act*, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the committee may determine.

25.06 Without limiting the generality of the foregoing, the committee shall:

- i) ensure that inspections have been carried out at least once a month by the co chairs or designate of the workplace and equipment;
- ii) make recommendations for the improvement of the health and safety of workers;

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

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

25.08 No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.

25.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work days cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.

25.10 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.

25.11 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

25.12 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.

**25.13 National Day of Mourning**

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

**25.14 Protective Clothing and Equipment**

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

**25.15 Lockout and Machine Guarding**

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

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

If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave if the credits are available.

**25.17 Employment of Disabled Workers**

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

**25.18 Injured Workers Provisions**

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

**ARTICLE 26 – JOB CLASSIFICATION/JOB DESCRIPTION**

26.01 The Employer will classify employees and will pay hourly rates in accordance with Appendix "A" attached which forms part of this Agreement.

**26.02 New Classification**

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the

rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of such notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Home.

26.03 A casual employee means an employee who is called to work on a call in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her; however it is also understood that casual employees cannot unreasonably or consistently refuse to work shifts.

## **ARTICLE 27 – THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN**

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

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

“Applicable Wages” means the basic straight time wages for all hours worked 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.

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

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

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

27.03 The Employee and Employer contributions shall be paid 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.

27.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

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

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

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

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

- i) To be Provided Once Only at Plan Commencement:
  - Date of Hire



- Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- ii) To Be Provided with each Remittance:
- Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - YTD Pension Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To be Provided Periodically:
- Address as provided to the Home once when the Employee joins the Plan and annually for all Employees in October of every year
- iv) To Be Provided Once if they are Readily Available:
- Gender
  - Marital Status

27.06 If there is an allegation of non-payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to an agreed upon Arbitrator. The Arbitrator will contact the Employer, who will respond within seven (7) days. If not resolve, the Arbitrator will convene a hearing to determine the matter within thirty (30) days.

## **ARTICLE 28 – WORKPLACE SAFETY AND INSURANCE BOARD**

28.01 Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the following shall apply:

- a) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- b) Provided that the employee returns to work within one hundred and four (104) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating seniority and the current year's vacation entitlement under the terms of the Agreement.

- 28.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.
- 28.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is two (2) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure Article 21 of this agreement. Where the anticipated absence is less than two (2) months, the Employer may fill the position at his discretion.
- 28.04 The injured employee shall have a period of two (2) years from the date of injury within which she shall preserve the seniority which she has accrued, and shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.
- 28.05 a) If an employee returns to work within one hundred and four (104) weeks following the commencement of a WSIB claim, and the employee's former permanent position still exists, or one of a comparable nature, the employee will be returned to her former job, former shift, if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.
- b) If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the nursing home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.
- 28.06 a) If, because of compensable injury or illness, an employee is unable to perform the essential duties of his/her job, and after reasonable effort to accommodate has failed, the individual will receive preferential consideration for any other position within the bargaining unit which comes available, and for which the individual has the necessary qualifications, skills, and abilities. This provision supersedes the posting provision of this Collective Agreement.
- b) Any claim for consideration under (a) must be supported with appropriate medical certification.

## **ARTICLE 29 – RETROACTIVITY**

- 29:01 a) Wage adjustments are retroactive for persons employed as of the date of ratification.
- b) All retroactive payments are to be made in the form of individual fully itemized cheques to each employee within sixty (60) days of settlement for all present employees.

29.02 The estate of an employee who dies while in the employ of the Home shall be entitled to receive the balance of any retroactive adjustment due her.

**ARTICLE 30 – TERM OF AGREEMENT**

30.01 This Agreement shall continue in effect until **September 30, 2021** and thereafter unless amended by negotiations.

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

Dated this 13<sup>th</sup> day of September, 2022

FOR THE EMPLOYER

Annette Sprentall

Wayne Clarke

FOR THE UNION

[Signature]

[Signature]

## APPENDIX 'A'

Classification	Step	Expired	1-Oct-19 1.5%	1-Oct-20 1.5%
Registered Practical Nurse	Start	\$23.70	\$24.06	\$24.42
	One Year	\$25.17	\$25.55	\$25.93
	Two Year	\$26.89	\$27.29	\$27.70
Nurse Aide	Start	\$18.86	\$19.14	\$19.43
	One Year	\$20.31	\$20.61	\$20.92
	Two Year	\$21.20	\$21.52	\$21.84
Certified Health Care Aide/ Personal Support Worker	Start	\$19.03	\$19.32	\$19.61
	One Year	\$20.54	\$20.85	\$21.16
	Two Year	\$21.39	\$21.71	\$22.04
Housekeeping Aide	Start	\$18.86	\$19.14	\$19.43
	One Year	\$20.22	\$20.52	\$20.83
	Two Year	\$21.04	\$21.36	\$21.68
Dietary Aide	Start	\$18.86	\$19.14	\$19.43
	One Year	\$20.22	\$20.52	\$20.83
	Two Year	\$21.04	\$21.36	\$21.68
Maintenance Aide	Start	\$18.91	\$19.19	\$19.48
	One Year	\$20.27	\$20.57	\$20.88
	Two Year	\$21.09	\$21.41	\$21.73
Cook	Start	\$19.79	\$20.09	\$20.39
	One Year	\$21.55	\$21.87	\$22.20
	Two Year	\$22.68	\$23.02	\$23.37
Certified Cook	Start	\$20.03	\$20.33	\$20.63
	One Year	\$21.78	\$22.11	\$22.44
	Two Year	\$23.04	\$23.39	\$23.74
Certified Restorative Aide	Start	\$19.28	\$19.57	\$19.86
	One Year	\$20.76	\$21.07	\$21.39
	Two Year	\$21.63	\$21.95	\$22.28
Certified Activation Aide	Start	\$19.42	\$19.71	\$20.01
	One Year	\$20.91	\$21.22	\$21.54
	Two Year	\$21.41	\$21.73	\$22.06
Laundry Aide	Start	\$18.86	\$19.14	\$19.43
	One Year	\$20.22	\$20.52	\$20.83
	Two Year	\$21.04	\$21.36	\$21.68

(The above reflects pay equity adjustments totaling one dollar and fifty cents (\$1.50).

A premium of fifteen cents (\$0.15) per hour will be paid to an Activity Assistant who possesses a Health Care Aide or Personal Support Worker Certificate.

The Dietary Aide assigned as the “Breakfast Cook” shall receive a premium of one dollar (\$1.00) per shift.

Where an RPN is hired, and has recent related RPN experience in a long-term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one year’s movement on the grid for each one year’s experience. Where the experience is part time, one (1) year equals eighteen hundred (1800) hours paid.

Effective the first full pay period following January 1, 2021, increase the start rate for PSW by a special adjustment of twenty cents (20¢) per hour, and introduce in the PSW classification grid only, a post probation Step twenty cents (20¢) higher than the start rate for PSW.

### **Recent Related Experience for PSW’s**

Where a PSW or Maintenance Aide is hired, and has recent related PSW or Maintenance experience, they may apply with the documentation proof satisfactory to the Employer, for recognition of that experience on the wage grid, up to year two of the grid. Such experience,

when approved, will be granted on the basis of one year’s movement on the grid for each one year’s experience up to Year 2 on the grid. Where the experience is part time, one (1) year equals eighteen hundred (1800) hours paid. Current employees would be eligible.

### **Errors on Paycheques**

In the event of an error on an employee’s pay, the correction will be made in the pay period following the date on which the overpayment comes to the employer’s attention. If the error results in an employee being underpaid by one (1) day’s pay or more, the Employer will provide payment for the shortfall within five (5) business days from the date it is notified of the error.

### **Wage Grid Progression**

Employees will progress through the wage grid based on the formula sixteen hundred (1600) hours equals one (1) year.

### **RPNs and HCA/PSW Premium**

A registered practical nurse, having a current certificate of competence, and who works as a nurse aide would be paid as a certified health care aide, personal support worker.

### **Student Grid Placement**

Where a student (that is, an individual in full-time attendance at a recognized educational institution) has been employed during periods of vacation, leaves the Employer’s employ, and subsequently returns to employment, then the individual may be paid an experience premium equal to fifty cents (\$0.50) above the start rate for the classification in which the individual is employed

## **APPENDIX 'B' – PAY EQUITY PLAN**

1. The parties agree to continue the existing pay equity plan.
2. This settlement contains adjustments incorporated within the general wage increase that satisfy all outstanding obligations under that plan, and this settlement is full and final resolution of any matter arising under that plan and/or the legislation.
3. Any future government funding in respect of pay equity adjustments may be used by the employer to pay the adjustments in this settlement.
4. Any future salary adjustments will be considered to resolve any future pay equity adjustments.
5. It is agreed that the above serves only to satisfy the parties' outstanding obligation to provide for a seventy and one-half (70.5¢) cent pay equity adjustment under the terms of the existing pay equity plan.

### **LETTER OF UNDERSTANDING—CHARGE RPN SHIFTS**

Existing Charge R.P.N. shifts at Secord Trails Care Community are currently paid at eight (8) hours per shift, with a paid meal period included. For these five (5) shifts, the normal daily hours of work will continue to be up to eight (8) hours. All authorized overtime in excess of the normal daily hours will be paid at the overtime rate, that is one and one-half (1<sup>1/2</sup>) times the employee's straight time hourly rate. This does not constitute a guarantee of hours.

### **LETTER OF UNDERSTANDING—RUGS-MDS - NEW FUNDING METHODOLOGY REVIEW**

The Employer agrees to meet with the Union as part of the Labour/Management process to:

- i) review what the RUGS-MDS -New Funding Methodology and CMM are, and the potential tremendous impact of these factors on staffing level;
- ii) review the importance of charting and charting results on the RUGS-MDS - New Funding Methodology and CMM:
- iii) review the RUGS-MDS - New Funding Methodology results and to discuss the implications (if any) of a changed RUGS-MDS - New Funding Methodology; and
- iv) identify and propose alternative to any actions that the Home may be planning.

It is understood and agreed that nothing in this letter is intended to inhibit any action the Employer may take consistent with the provisions of the Collective agreement.

It is further understood and agreed, however, that any agreement the parties reach pursuant to this letter, will supersede the provisions of the Collective Agreement.

### **LETTER OF UNDERSTANDING—UNION ACCESS**

The Employer will provide a secure filing cabinet for the Union's exclusive use. The Employer will allow the Union access to a confidential area for meetings or discussions, as required, and as such area is not otherwise being used. The Employer will allow the Union use of the Employer's telephone; fax machine and photocopier at the facility, subject to reasonable restrictions.

### **LETTE OF UNDERSTANDING—WORK OF THE BARGAINING UNIT**

The parties shall identify the number of working supervisors in each facility, as of the date of ratification of this agreement. The Employer agrees that it will not increase the number of working supervisors or the number of bargaining unit shifts the current working supervisors are regularly performing during the life of this Agreement.

## **LETTER OF UNDERSTANDING—RPN, AND REGISTRATION REIMBURSEMENT**

If a registered practical nurse is employed as of January and remains employed as of the following December 31st, then the Employer will reimburse the nurse for registration fees for that calendar year in accordance with the following:

- If the nurse worked at least two hundred and fifty (250) hours, the reimbursement will be twenty-five dollars (\$25.00)
- If the nurse worked at least five hundred (500) hours, the reimbursement will be fifty dollars (\$50.00)
- If the nurse worked at least seven hundred and fifty (750) hours, the reimbursement will be seventy-five dollars (\$75.00)
- If the nurse worked at least one thousand (1000) hours, the reimbursement will be one hundred dollars (\$100.00)
- If the nurse worked at least twelve hundred and fifty (1250) hours or more, the reimbursement will be one hundred and twenty-five dollars (\$125.00)

The reimbursement will be paid not later than February 15th of the following year. The first payment will be made in 2008.

## **LETTER OF UNDERSTANDING—SCHEDULING COMMITTEE (PART-TIME/CASUAL)**

The parties agree to establish a scheduling committee to review the implementation of new scheduling practice including but not limited to the development of an "availability form". The purpose of the availability form is to facilitate the gathering of availability from regular part time staff who wish to work additional shifts above their commitment and casual staff, who have no commitment from the Employer, in advance of the posted schedule, to enable consistent staffing levels in the Home at all times.

- It is agreed by the parties that if a part-time employee does not submit an availability form, it shall be deemed that the employee is not available for available shifts above their commitment.
- It is agreed by the parties that a casual employee must submit availability that is reasonable. The threshold for reasonable will be established by the scheduling committee in advance of implementation and must be mutually agreed upon.
- It is agreed by the parties that the process that is established by this committee for distributing available shifts will be one that incorporates availability, equitable distribution and seniority as determining factors.
- It is agreed by the parties that when a shift is offered to an employee who has indicated availability and the shift is declined, the shift shall be deemed worked for the purposes of equitable distribution.



- The scheduling committee will have the ability to draw upon resources across the Sienna organization to establish best practices within the home.

### **LETTER OF UNDERSTANDING—ANNUAL MEDICALS**

No Employee will be required to undergo an annual medical examination, except as may be required by the Ministry of Health.

If the Ministry of Health requires such an annual medical examination, and there is a cost, the Employer shall pay the physician's reasonable and customary fees for such examination

### **LETTER OF UNDERSTANDING—RECREATIONAL AIDE**

Within sixty days of ratification or date of award, the local parties will meet to discuss the Schedule "A" title for recreational aide (or similar position). It is agreed that no change in wage rate will occur.

### **LETTER OF UNDERSTANDING—FORMS**

When an Employee provides an Employer generated Form to Management the Employee shall receive one (1) photocopy of said form for their records.

### **LETTER OF UNDERSTANDING—CONTRACTING IN**

The Employer will not contract in during the life of the collective agreement. This undertaking expires **October 1, 2021**.

### **LETTER OF UNDERSTANDING—TRANSFER OF WORK/SALE OF LICENSE**

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

### **LETTER OF UNDERSTANDING—RETURN TO WORK PROGRAM AND WORK REINTEGRATION**

The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Work Reintegration programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.

The Employer will review with the Union at the Labour Management Committee Meeting its Early and Safe Return to Work and Work Reintegration programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Work Reintegration programs will include a statement that the Employer will make reasonable effort to provide modified duties.

If, having commenced a modified/light/alternate work program, the employee raises an objection, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.

#### **LETTER OF UNDERSTANDING—ISSUING ROE**

The employer shall issue the ROE as soon as possible, but no later than the pay date of the pay period of the last day worked.

#### **LETTER OF UNDERSTANDING—RELIAS TRAINING**

The parties agree that during the term of this Collective Agreement, employees who complete their RELIAS education on their own time will be paid up to six (6) hours pay for Nursing and four (4) hours pay for all other classifications.

The Employer agrees to review the content and modules of the RELIAS system for the purposes of streamlining and reducing the time necessary for team members to complete the online training.

The Employer shall to complete this process no later than January 2018 and report back to the staff and Union on progress throughout this time.

The Employer agrees to provide an additional computer on site, where employees can schedule time to complete their educational requirements outside their regularly scheduled work hours.

#### **LETTER OF UNDERSTANDING—PAY EQUITY**

The parties agree to meet within 6 months following ratification to discuss the obligations and responsibility (if any) of maintaining the pay equity plan.

Note: If there is a Central Pay Equity group for Unifor homes, the Employer agrees to participate with other homes in the process.

#### **LETTER OF UNDERSTANDING—ARTICLE 14.03(i) - VACATION SELECTION PROCESS**

##### **Vacation Canvas Process:**

The Parties agree to trial a vacation selection process, as outlined below. The trial will encompass the 2020 vacation year. The employer and union will meet no later than February of 2021 to determine if the parties would like to continue the process, modify or cease. Both parties must agree for the process to continue. If the parties cannot agree the previous vacation calendar will *be* reinstated.

The employer will determine how many team members' vacation requests for each department by shift will be considered for the entire vacation year. Vacation requests to be considered must be in blocks of weeks (a week will be Monday to Sunday inclusive);

The employer will post the notice of vacation opportunities in a readily accessible location, no later than March 1st of every vacation year;

**Vacation Selection:**

During the third week of March team members will be provided an opportunity, in the order of seniority, to select weeks of vacation. Full-time employees must request at least 50% of their total vacation entitlement; part-time employees no less than two weeks. In the peak vacation period no more than two consecutive weeks of vacation will be granted.

A union representative, appointed by the union, will participate in the process and provide proxy selections, in order of seniority, for members who are not available in person, or by phone, and have provided a proxy selection to the union representative.

If a member is not in the facility when the selection process reaches their seniority the proxy, if one has been provided, will be considered as their selection.

If the member has no proxy, an attempt will be made to reach the member by phone. If no answer, a message should be left, and should the member return the call, they will be allowed to select a week based on open weeks at the time they call into the facility.

If there is no proxy, and the employee was not reached by phone, the member will have an opportunity to select from remaining available weeks upon their return to work.

**Remaining Vacation Openings:**

Once the selection process is completed all other vacation selections of week, or one day increments will follow past practice.

**LETTER OF UNDERSTANDING—DEPARTMENTAL CROSS TRAINING FOR PART TIME EMPLOYEES**

The Employer, upon ratification, will provide a sign-up list for those employees who wish to be cross-trained to do work in other departments and will be reposted annually.

1. When the Employer requests (or receives requests) from employees to be cross-trained to work in non-nursing departments, they will choose the most senior employee who has signed up. The Employee shall pay for the initial costs of any training requirements and shall be reimbursed pursuant to the Secord Trails Care Community Tuition Assistance Policy and Procedure.
2. Non-nursing employees may assist as Care Support Assistants in the Nursing Department when the call in list has been exhausted for straight time and overtime. Care Support Assistants will not perform hands on direct care. The current PSW staffing compliment will not be reduced as a result of this agreement. Jobs that can be performed by Care Support Assistants will include bed making, feeding, laundry, linens, portering residents to meals and activities, "spotting" for lifts and transfers, stocking supplies and any other duties that the Union and Employer agree to in writing.

3. Cross trained employees may work in other departments to cover sick time, vacation time, leaves of absence, floater days banked time, or lieu time.
4. To cover all leaves of absence.
5. Employees who work outside of their department of record will be paid at their existing rate of pay.

Any new employees will be given the opportunity upon being hired to add their name to the sign-up list.

Employees may remove their name from the sign-up list at any time; however, they can only add their name every January 1st for the duration of the collective agreement.

A copy of the sign-up list will be given to the Chairperson.

This letter does not preclude the Employer from hiring externally where there are not sufficient numbers of interested internal Care Support Assistants available to work.

Dated this 13<sup>th</sup> day of September, 2022

FOR THE UNION

*[Signature]*  
Pauline Kelleher  
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FOR THE EMPLOYER

Annette Sprentall  
 \_\_\_\_\_  
Wayne Clarke  
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