

COLLECTIVE AGREEMENT

BETWEEN

**SIMCOE TERRACE INC.
BARRIE, ONTARIO**

and



**UNIFOR AND ITS
LOCAL 542**

EFFECTIVE: JANUARY 1st, 2023

EXPIRES: DECEMBER 31st, 2025

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ARTICLE 1 - PURPOSE

- 1.01 The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union, and the employees which is in every respect conducive to their mutual well being. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.
- 1.02 The Employer and Union acknowledge that within the contents of collective agreement wherever the male pronoun is used, it will also mean the female equivalent.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the sole bargaining agent for, and this Collective Agreement shall apply to all employees of Simcoe Terrace in the City of Barrie, save and except supervisors, persons above the rank of supervisor and office and clerical staff.
- 2.02 No employee covered by this Agreement shall be required or permitted to make any agreement with the Employer which conflicts with the terms of this Collective Agreement.
- 2.03 The words "employee" and "employees" when used throughout this Agreement shall mean persons included in the above described bargaining unit.
- 2.04 The Employer shall not contract out bargaining unit work if as a result of such contracting out bargaining unit personnel are laid off or work fewer hours than they would normally have worked.
- 2.05 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit except in case of vacation, absences where there is no alternate backup.

It is understood, however, that management personnel may perform work for the purpose of instructing members of the bargaining unit or for training purposes, in emergencies, or in situations when the regular employees call in list is exhausted.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 It is the right of the Employer to manage, control, develop and operate the Residence covered under this Agreement in every respect subject only to the specific limitations set out in this Collective Agreement.

- 3.02 The Union agrees that it is the function and right of the Employer to:
- a. maintain order, discipline, and efficiency;
 - b. hire, classify, direct, approve, promote and lay off employees;
 - c. discharge, demote, suspend or otherwise discipline employees for just cause;
 - d. determine the work to be done, the location, methods, and schedules for the performance of such work;
 - e. determine the number of employees required and the duties to be performed by each;
 - f. make and alter, from time to time, reasonable rules and regulations to be observed by the employees; such rules shall be applied fairly and consistently to all employees.

The Employer's exercise of these rights and functions shall be subject to the provisions of Article 4.03 (c)

ARTICLE 4 - UNION REPRESENTATION

- 4.01
- a. Two (2) Committee persons and one bargaining unit chair-person are elected by the Union membership and are representatives of the employees in all matters pertaining to this Collective Agreement.

The Unifor National Representative and/or the Local Union President will have the right to be present at all meetings dealing with any aspects of this Collective Agreement.
 - b. The Employer agrees to recognize and deal with a representative from the Unifor National Office and/or President of Local 542 as part of the negotiating committee.
- 4.02 The bargaining committee shall be paid by the employer, at their regularly hourly rates for all time spent on negotiating a collective agreement with the employer up to and including time spent in conciliation whenever this takes place during their regular scheduled working hours. The Employer will not alter schedules to circumvent the Article.
- 4.03 Labour-Management Committee

- a. The employer and the Union agree to establish an active Labour-Management Committee. The Committee shall be made up of the Bargaining Committee and non-bargaining unit persons (not less than three (3), with one of the non-bargaining unit persons being the Residence's General Manager. A Unifor Representative may attend such meetings as required. The Committee shall keep minutes of its meetings. A copy of the minutes shall be posted in the Residence and a copy shall be sent to the union and to the employer.
- b. The Committee shall meet every other month or on written request of either party, with a proposed agenda of matters for discussion. Meetings will be scheduled at mutually agreed upon times, and the employees serving on the Committee shall be paid their applicable rate of pay.
- c. The Committee shall discuss matters of mutual concern and may make recommendations to the employer and/or the union.

The Employer undertakes to inform the Committee and Unifor Representative of all planned significant changes in work methods, supervision, numbers of personnel employed, layoffs, staff orientation program and the like and give full consideration to any representations made by the Committee prior to implementing such changes.

- d. The Committee is not empowered to alter or amend any of the terms of this Collective Agreement or to deal with matters that are currently a subject of the grievance procedure.
 - e. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security and physical and emotional well being of the residents.
- 4.04 The Union agrees that committee members appointed by the union shall be regular employees of the employer who have completed at least six (6) months continuous service with the employer.

- 4.05 Employees acting in the capacity set out in Article 4.01 above may leave their work without loss of pay to attend to union business on the following conditions:
- a. Such business must be between the union and the Residence;
 - b. the time spent shall be devoted to the prompt handling of Union business;
 - c. the employee concerned shall obtain the permission of their immediate supervisor or General Manager if the immediate supervisor is unavailable, before leaving their work, provided that such permission shall not be unreasonably withheld;
 - d. The Chairperson and Committee shall exercise top unit seniority in reference to layoffs as long as they possess the qualifications, skill and ability to do the available job.
- 4.06 Once every second month employees will be given the opportunity to meet and discuss Union matters in a room provided by the employer on the employer's premises. These bi-monthly meetings may be attended by representatives of the union. The union shall see to it that the employer is informed of such a meeting at least one (1) week ahead of time. It is understood that employees scheduled for duty at the time of the meeting will commence/complete their assigned shift as scheduled.

ARTICLE 5 - NO STRIKES OR LOCK-OUTS

- 5.01 In view of the orderly procedure established by the agreement for the settling of the disputes and the handling of grievances, the parties agree that during the lifetime of this agreement, and while negotiations for renewal agreement are taking place, the union shall not permit or encourage any strike, slow down or stoppage of work, and shall not otherwise restrict or interfere with the employer's operations through its members and the employer shall not institute or permit lockout of its employees.
- 5.02 The words "strike" or "lock-out" as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relations Act 1995 as amended.

ARTICLE 6 - UNION MEMBERSHIP AND CHECKOFF

- 6.01 The Employer shall deduct from the pay of each employee in the bargaining unit, monthly, such Union dues, fees, and assessments as prescribed by the Constitution of the union, as directed by the Local union Financial Secretary. All dues and fees deducted will be remitted to the Local Union Financial Secretary within ten (10) working days of the end of

the month in which the deductions were made along with a list of names and the amounts of each deduction. The Employer will also supply a list of those members who did not have union dues deducted and the reason why no deduction took place.

- 6.02 The Financial Secretary of the Local Union will notify the Employer of any change in the amount of Union dues, and/or fees to be deducted in accordance with the constitutional requirements of the Union.
- 6.03 All dues will be collected from the employee's date of hire.
- 6.04 The Union agrees to indemnify and save the Employer harmless against all claims or any other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

ARTICLE 7- PROBATIONARY PERIOD

- 7.01 Newly hired employees shall serve a probationary period of four hundred and fifty (450) hours actually worked or six (6) months, whichever comes first. Upon completion of the probationary period, an employee shall obtain seniority, which shall be from the employee's date of hire.
- 7.02 New employees having successfully completed the orientation period shall be paid at the start rate for the hours worked during this period. Employees shall receive a minimum of two (2) paid shifts for the purpose of orientation. During orientation the new employee shall work in addition to the regular number of employees. One day of orientation time will be served on all the shifts the employee is expected to regularly work.
- 7.03 It is mutually agreed that arrangements will be made for a Union Steward to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Residence. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

If more than one employee is hired within a thirty (30) day period, the interview shall be conducted in a group of all such new employees, in which case, the interview may last to a maximum of thirty (30) minutes.

ARTICLE 8 - JOB CLASSIFICATIONS, RATES OF PAY AND PREMIUMS

- 8.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this agreement and forms a part of it.
- 8.02 Wages shall be paid by automatic bank deposits into employees' accounts on applicable Thursdays on a bi-weekly basis. Pay stubs shall be

handed out on the employee's shifts, and shall be available at the Residence office any time after 12:00 Noon on Thursday.

- 8.03 Where an employee notifies the General Manager of an error on their pay stub and the error is one day's pay or greater (provided it is the employer's error), then the employee will receive the amount by cheque, as soon as possible and appropriate adjustments made during the next pay period. Errors less than one day's pay shall be adjusted on the next pay period. This shall not apply to questions of vacation pay. When the error is the fault of the employee, it will be corrected at the next pay period, following notification by the employee of the error.
- 8.04 New classifications may be established by the Employer. Wage rates for such new classifications shall be negotiated by the employer and the union and if they fail to reach an agreement, they shall submit the dispute to arbitration in accordance with the arbitration procedures outlined elsewhere in this agreement.
- 8.05 (a) Effective the first full pay period of January 2022, employees who work the night shift (11:00 pm - 07:00 am) shall be paid a shift premium of forty cents (\$0.40) per hour. Effective the start of the second full pay period following date of ratification, this premium will be increased to fifty cents (\$0.50) per hour.
- (b) Effective the first full pay period of October 2021, employees will receive a weekend premium of fifteen cents (\$0.15) per hour for working the day shift (07:00 am – 3:00 pm) or afternoon shift (3:00pm – 11:00pm) on Saturdays or Sundays. Effective the start of the second full pay period following date of ratification, this premium will be increased to twenty-five cents (\$0.25) per hour.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The following is intended to define the normal hours of work for employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- 9.02 The regular work shift for full-time employees shall be seven and one-half (7 ½) working hours per day exclusive of meal periods. The seven and one-half (7 ½) working hours will be worked within an eight (8) hour period.
- 9.03 Employees who are hired to work thirty-three (33) hours per week or more will be considered Full-time.

Employees who are hired to work twenty (20) hours per week but less than thirty-three (33) hours per week will be considered Permanent Part-time.

Employees who are hired to work less than twenty (20) hours per week will be considered Casual Part-time.

- 9.04 The employee's first commitment will be their scheduled shifts according to the posted schedule as per Article 10.01.
- 9.05 Employer authorized work performed in excess of eight (8) hours a day or eighty hours in a bi-weekly pay period inclusive of lunch periods as stipulated in Article 9.06 (a) will be counted as overtime work and will be paid for at the rate of time and one-half (1/2) the employee's regular rate of pay.

No overtime shall be paid to an employee who works in excess of their regularly scheduled work hours as a result of voluntary exchange of shifts with another employee for personal convenience, in accordance with Article 10.02 (b).

9.06

- a. Each employee who works seven (7) hours or more shall receive a one-half (1/2) hour unpaid meal break and two (2) fifteen (15) minute rest breaks with pay. Each employee who works less than seven (7) hours but greater than five (5) hours shall receive a one-half (1/2) hour unpaid meal break and one (1) fifteen (15) minute rest break with pay. Each employee who works less than five (5) hours but greater than three (3) hours shall receive one (1) fifteen (15) minute rest break with pay. Each employee who works less than three (3) hours shall receive a ten (10) minute break with pay.
- b. The Employer will use its best efforts to ensure that the meal period of one-half (1/2) hour is uninterrupted. It is recognized that emergency situations do arise, and at such times the employee(s) may be requested to interrupt their meal period, in which case the remainder of their meal period shall be taken at an alternative time during their shift.
- c. Meal breaks shall not be considered time worked.
- d. Employees other than the charge nurse may leave the premises on their meal break provided they inform their supervisor or charge nurse prior to leaving the building. Employees leaving the building will sign out on leaving.

ARTICLE 10 - WORK SCHEDULES, CALL-BACKS AND CALL INS

- 10.01 The priorities given in the scheduling of hours is to ensure the protection and security of the following in the order shown below:
- a. full time positions
 - b. permanent part-time positions
 - c. casual part-time positions

The Employer will ensure that the scheduling of hours and assignments will be done so as to maximize the positions as outlined above. Shift

preference will be given by seniority. The parties agree to periodically review the scheduling to ensure an adequate call in pool is available.

10.02

- a. The Employer will post schedules covering a six (6) week period at least two weeks in advance and will endeavour to post four (4) weeks in advance. The Union will be given a copy of the schedules so as to ensure the provisions in Article 9 are complied with.

Employees' requests for specific days off must be submitted to their Supervisor at least one (1) week in advance of the posting.

The employee may submit a shift exchange in accordance with Article 10.02 (b). If the requested day off is an "in lieu day" with pay, the employee must submit a day off request form indicating the stat they are seeking payment for. No changes will be made by the Employer in the schedule once it is posted without prior agreement with the employee's concerned.

- b. Employees may exchange working days and off days with other qualified employees providing that such requests are submitted in writing to the employer and approved by the employer in writing. It is understood such exchange of shifts shall not be considered in the calculation of eligibility for, or payment of overtime premiums. All requests must be submitted and approved three (3) days prior to the actual requested exchange dates. A copy will be given to the union, if requested. Shift exchanges will be limited to a maximum of three (3) exchanges per pay period. It is further understood that this provision is not for the purpose of self scheduling.
- c. The employer will endeavour to establish master rotating schedule for all employees. The Union recognizes that changes will occasionally need to be made to accommodate facility staffing needs due to vacation, statutory holidays, WSIB, and other unexpected circumstances.
- d. Staff scheduled to work less than 75 hours shall provide their availability at least 2 weeks in advance of the posting schedule.

10.03

The Employer shall arrange schedules so that each full-time employee shall be scheduled every other weekend off. Part-time employees shall be scheduled no less than every third (3rd) weekend off. For the purposes of this article a weekend is considered a Saturday and Sunday. Weekends off will commence Friday at 11:00 pm.

10.04

No employee shall be scheduled to work more than five (5) consecutive days without being given two (2) days or more off work. The Employer will endeavour to schedule employees for no more than four (4) consecutive working days, except for an employee request in writing in accordance with Article 10.02 (b).

10.05 Employees shall not be required to work more than two (2) different shifts (i.e. day, evening, night) in any seven day period and shall have a break of at least eight (8) hours between shifts, unless mutually agreed otherwise. The employee must submit a written request to the employer. A copy will be given to the union.

10.06

- a. For the purpose of defining weekends, holiday pay, etc., the parties agree that the "first shift" of the day is the one that commences at or about 11:00 p.m. the evening before.
- b. Those employees working the night shift, when the change from daylight savings time to standard time or vice versa occurs, shall be paid straight time for the exact number of hours worked during the shifts.

10.07

If an employee reports to work at the regularly scheduled time for their shift and no work is available, such employee will be entitled to four (4) hours pay at the employee's applicable rate provided that:

- a. the employee has not been previously notified by the Employer at least forty-eight (48) hours in advance that work is not available;
- b. if requested by the Employer, the employee shall perform for a minimum of four (4) hours such available work as the Employer may assign;
- c. the employee has kept the Employer informed of their current address and phone number;

This Article shall be waived and not binding upon the employer in case of emergency such as fire and power shortage, etc., which disrupts the operation of the Residence, nor shall it apply to employees returning to work without notice after absence.

10.08

When an employee is called in to work within one-half (1/2) hour of the starting time of the shift, and the employee commences work within one (1) hour of the call, the employee shall be paid as if the entire shift had been worked, provided they complete the shift for which they were called.

If an employee is requested by management to work after the original scheduled shift in another classification, the employee will be paid the rate of that classification or their regular rate of pay, whichever is greater.

10.09

- (a) The Employer shall maintain a list of employees for the purpose of call ins. Employees on the call-in list shall be called in order of seniority as per the attached letter of understanding beginning with the most senior employee who has not attained and will not attain their maximum seventy-five (75) hours until the staff shortage is

filled.

- (b) Each call will be indicated on the call-in sheet as to “worked”, “no answer”, or “refused”.
- (c) “No answer” and “refused” shall be counted as worked for the purpose of call-in rotation.
- (d) As per the attached letter of understanding, the Employer shall bypass an employee on the list who would be eligible for overtime premium during the pay period if called into work, until such time as all employees that are available would be eligible for overtime pay.
- (e) Employees who have been cross trained will have their names added to the call in procedure list for available work. Names will be placed on the call in record in order of seniority.
- (f) Employees who are scheduled for less than 75 hours bi weekly and make themselves available for call-ins in other departments for all shifts will be provided with one (1) shift of orientation on each shift. The employee will give the employer a written list of positions and shifts for which they are available. In the event an employee refuses three (3) call-ins within three (3) months of orientation, excluding WSIB, vacation and sick leave, will lose all rights for call-ins outside their department.
- (g) An employee must indicate to management if they want to be on the call-in list. If the employee indicates non-availability they will not be contacted and it will not be deemed a refusal. If an employee refuses to come in, they may be disciplined.

Note: Casual employees must make themselves available for call in shifts.

The provisions of the Agreement relating to the hours of work shall be interpreted so that Full-time and Permanent Part-time employees shall be given preference for available call-ins that would exceed the posted scheduled hours of less than seven and a half (7 1/2) hours.

The Full-time or Permanent Part-time employees will be contacted first for shift call-ins of greater than four (4) hours in accordance with the above procedure. The shorter shift will then be offered to Casual Part-time employees based on their seniority in accordance with the procedure.

The purpose is to afford maximum hours to the Full-time and Permanent Part-time employees.

10.10

Should there be an indication that the replacement required will be for an extended period of two (2) days, keeping in mind the continuity of care, those shifts will be offered to one available staff member, in order of

seniority.

ARTICLE 11- JOB POSTING, HIRING AND TRANSFERS

11.01 The Employer will post all permanent job vacancies and temporary vacancies that are expected to be for a period of six (6) weeks or longer. Vacancies will be posted within five (5) days of acknowledgment or notice of a vacancy the Employer intends to fill. The position will remain posted for seven (7) calendar days and will stipulate:

- (1) Classification, job descriptions and qualifications;
- (2) The start date of such a position
- (3) The department concerned
- (4) The shift to be worked and normal number of shifts per pay period
- (5) Expected duration of a temporary position

11.02 If a vacant position cannot be filled with employees within three days the employer will give preference to an employee on layoff, providing that employee is qualified to perform the work, and subject to the provisions of Article 14.04, before hiring a new employee.

11.03 Applicants must notify the supervisor in charge, in writing, before the end of the posting that they are interested in the vacant position. In the event two (2) or more employees apply, the employer will consider the seniority, qualifications, experience and ability of the applicants. The applicant with the greatest seniority capable of performing the job shall be accepted for the job. The Employer may consider the applicant's casual absenteeism in determining who is capable of performing the job. No WSIB, major illness or surgery will be considered as casual absenteeism. The employer may fill the vacancy on a temporary basis until a permanent candidate has been selected.

11.04 An employee selected to fill a vacant position shall hold that position for a trial period of thirty (30) working days if they transfer from another department and classification, excluding the qualified cross trained employee and ten (10) working days if working in the same department and classification, including the qualified cross trained employee. The position shall become permanent after the trial period unless:

- (a) The employee feels that they are not suitable for the job and wishes to return to their former one, or;
- (b) The employer feels that the employee is not suitable for the job

- (c) Any employee who transfers outside of the bargaining unit will lose all seniority.

11.05 All full-time and permanent part-time positions will be posted as per the job posting procedure. Casual part-time postings will be exempt from the job postings procedure. New employees will be hired once the job postings procedure is exhausted.

11.06 An employee selected to fill a temporary position shall return to their former position without loss of seniority when the temporary position has expired. Any other employee promoted or transferred as a result of the temporary position shall also be returned to their former position without loss of seniority.

11.07 When an employee transfers to a new job classification, the following shall apply:

- (a) If the job classification is a higher rated classification, the employee will receive their current rate or the start rate for the new position whichever is greater. Upon completion of the probation period as referred to in Article 11.04, the successful employee will receive the full rate of the job.
- (b) If the job is a lower rated classification, the employee will receive their current rate or the top rate of the new position whichever is the lesser.

In either case, the employee will return to their former position and wage rate without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of the position(s) shall also return to their former position and wage rate without loss of seniority.

11.08 The Employer will post temporary job vacancies for a full time position and when filling a position which is, or is, reasonably known to be for a period of greater than six weeks due to absence. The posting will be deemed temporary if the absent employee whom the posting is for is reasonably expected to return within six months from their first date of absence, if the absence exceeds for a period of greater than six months then the posting will be deemed permanent and the successful applicant will be classified as temporary permanent. When the employee who is replaced returns to work, the employee filling that position will be declassified and revert to their previous classification.

ARTICLE 12 - VACATIONS AND VACATION PAY

12.01 Employees shall be entitled to vacations according to the following schedule:

| Period Worked | Time Off | Vacation Pay |
|--------------------------------|--|--------------|
| Less than 1 Year | 1 Week Maximum prorated on months worked | 4% |
| 1 year but less than 5 years | 2 Weeks | 4% |
| 5 years but less than 9 years | 3 weeks | 6% |
| 9 years but less than 16 years | 4 weeks | 8% |
| 16 years or more | 5 weeks | 10% |

- 12.02 The date for determining the “period worked” and vacation pay entitlement shall be the 30th of June each year.
- 12.03 (a) On or by April 1st of each year the Employer shall post a blank vacation schedule sheet in each department. Between April 1st and May 1st each employee shall have the right to indicate on this sheet the time during which they prefer to take vacation. Employees may indicate preference by seniority. Subject to Article 12.07, vacation time cannot be accumulated for the following year.
- (b) Employees who wish to take their vacation prior to April or who were not able to post their vacation between April 1st and May 1st shall make their request to the General Manager one (1) month prior to their vacation. Such vacation request shall be granted if the request does not interfere with posted vacation schedules.
- 12.04 (a) The completed vacation schedules shall be determined in discussions between the Employer and the employee(s) between May 1st and May 15th. The guiding factors shall be seniority and family circumstances. Whenever a conflict arises that cannot be settled amicably, the dispute will be resolved by agreement of the Bargaining Committee and the Employer.
- (b) Once an employee’s vacation request has been approved or denied; the employee can request a copy of their approved or denied request.
- 12.05 The Employer shall post the final schedules on or about May 15th. These schedules shall not be changed except with the consent of the employer, and the employee(s) affected.
- 12.06 (a) Vacation pay shall be paid to each employee on the regular pay day occurring during their vacation, unless otherwise requested for vacation pay to be paid out on the pay day immediately prior to the commencement of the employee’s vacation. Any vacation pay earned to June 30th and not taken by December 1st shall be paid to

the employee on or by December 31st. Any vacation earned in excess of two weeks and not taken shall be paid out by July 31st upon request.

- (b) Vacation pay is calculated at the applicable percentage of the employee's gross earnings as defined by the Employment Standards Act.

12.07 (a) All employees who have completed one (1) year of service shall be required to take two (2) weeks of vacation unless the employee has been on partial extended disability or WSIB for a period of two (2) months or more. Staff request for vacation approvals between September 1st and April 30th shall be returned within five (5) days of submission provided they are submitted to their supervisor at least one (1) week in advance of the new schedule posting.

- (b) No employee may be granted more than two (2) weeks consecutive vacation between June 1st and August 31st, unless by mutual consent.

- (c) It is recognized that no vacation request will be granted between December 20th and January 6th in order to accommodate Christmas season schedules.

12.08 Vacation requests within departments will be subject to the following limitations:

Number limit for Vacation during a time period or over-lapping period.

| | |
|---|---------|
| RN/RPN | ONE (1) |
| GUEST ATTENDANT / LAUNDRY/HOUSEKEEPING | TWO (2) |
| COOKS | ONE (1) |
| DIETARY AIDES | TWO (2) |
| MAINTENANCE | ONE (1) |

ARTICLE 13 – HOLIDAYS

13.01 (a) Employees shall be entitled to the following holidays paid at regular rates.

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Family Day |

After completion of twelve (12) months of service all Full time and Permanent Part Time employees (and in the case of casual part time employees hired before January 1, 2014) shall be entitled to two (2) floating holidays per year. The cut-off date to determine entitlement for the calendar year shall be June 30th. The floating holidays are to be taken prior to December 15th.

- (b) A request for a floating holiday must be submitted in accordance with the requirements of Article 10.02(a).

13.02

For the purpose of this article an employee who is required to work on any of the named holidays set out in Article 13.01 will receive either:

- (a) Pay at the rate of one and one-half times of the employee's regular hourly rate for the work performed on such a holiday in addition to the employee's holiday pay; or
- (b) Pay at the rate one and one-half times of the employee's regular hourly rate for the work performed on such holiday and an alternative day off with holiday pay for such day at the employee's regular rate. The alternative day off is to be scheduled by agreement between the employee and their supervisor within thirty (30) days following the holiday. The employee is required to exercise this option no later than the day of the holiday, failing which the employee will be paid as set out in (a) above.
- (c) Employees who are required to work the weekend of a Statutory Holiday will also be scheduled to work the Statutory Holiday unless the employee requests in writing not to be working the Statutory Holiday. The written request must be submitted to their supervisor no later than one week prior to the schedule posting in which the holiday falls.
- (d) While it is recognized that vacation request during the Christmas season as per Article 12.07(c) are not scheduled, the Labour-Management Committee may be requested to discuss and make a recommendation in unusual circumstances.

13.03

If a paid holiday occurs on an employee's regular day off or during the employee's vacation period, the employee will receive an additional day's pay or exercise the in-lieu option as under Article 13.02.

13.04

- (a) An employee shall not be entitled to holiday pay unless they report for work on their last scheduled shift before the holiday and on their scheduled shift after the holiday. This restriction shall not apply if the employee is ill on one of the qualifying days and produces an appropriate medical certificate, except in cases of excessive absenteeism, such certificate will be paid by the employer if

requested.

- (b) No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is absent on a paid holiday when scheduled to work, they shall forfeit all pay for the day unless such absence is due to illness or injury. The illness or injury, except in cases of excessive absenteeism, such certificates will be paid for by the employer if requested.

13.05 An employee shall not be entitled to a paid holiday unless they have worked ten (10) days during the four (4) weeks immediately preceding the holiday.

13.06 (a) Every effort shall be made during the Christmas and New Year season for each employee to have a three (3) day period off at Christmas or New Year's, the choice being by seniority. For the purposes of this Article, Christmas shall be deemed to be December 24th, 25th, 26th and New Year's shall be deemed to be December 31st, January 1st, 2nd.

- (b) Every staff member is expected to work either Christmas or New Year's. Staff who have Christmas off one time will have New Year's off in the following year. Staff who had New Year's off will have Christmas off the following Year. If an employee voluntarily forfeits their scheduled Christmas or New Year's off, the following year rotation will continue as if there had been no interruption in the rotation.

The facility must be staffed on a twenty-four (24) hour basis and staff scheduling is done accordingly and by seniority, pursuant to the above. If at all possible, individual preferences will be taken into consideration but no guarantees can be made to accommodate all requests. However this does not prevent members from doing shift exchanges as an exception to the rule.

- (c) The employer will post those employees schedules to work Christmas Day and New Year's Day. In the event there are more staff allocated than required, staff will be offered the option of not working on a seniority basis.

ARTICLE 14- SENIORITY

14.01 Upon the successful completion of the probationary period an employee shall have their name placed on the respective seniority list with seniority dating back to their most recent date of hire in the bargaining unit.

14.02 The employer shall maintain seniority lists and make copies available to the union every six (6) months. (January 1st and July 1st)

14.03 An employee's seniority rights once acquired cease to exist and the

employee shall be deemed to be terminated, if an employee:

- (a) Voluntarily quits the employ of the Employer.
- (b) Is discharged and such discharge is not reversed through the grievance procedure.
- (c) Utilizes a leave of absence for purposes other than those for which the leave was granted, or engages in gainful employment elsewhere while on leave of absence, or who fails to report for duty on the first day following the expiration of a leave of absence, unless the employee has obtained permission from the employer in writing or provides an explanation satisfactory to the employer.
- (d) Is laid off for a continuous period of twenty four (24) months, or their length of seniority if greater or fails to report for work when recalled in accordance with Article 14.07.
- (e) Has been absent for two (2) consecutive working days without having notified the employer, in which case the employee shall be deemed to have quit without notice, unless a reasonable explanation is given to the employer.
- (f) Retires or is retired.

This article does not pertain to WSIB situations as outlined in Article 20 or to situations affected by WSIB Regulations.

- 14.04 (a) When it becomes necessary to lay off employees, the following order will apply. The most junior employee in the department where the layoff occurs will be laid off first.
(b) An employee so displaced will be first permitted to bump a less senior employee in the same, lower or higher labour grade provided they are qualified to perform the work. The term "qualified to perform the work" shall mean that the employee has previously performed the required work in the past or the work is of such a nature that the employee can be expected to perform it after a period not to exceed five (5) days.
- 14.05 The Employer shall give the employee as well as the Union a two (2)weeks' notice of their intention to lay off.
- 14.06 If an employee or the Union wishes to file a grievance about a layoff, this shall be done within five (5) working days after the layoff becomes effective.
- 14.07 An employee who is recalled to work after a layoff must return to work within five (5) days following receipt of notice if unemployed. If employed elsewhere, the employee will have two (2) weeks to give notice and

return to Simcoe Terrace. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address.

- 14.08 An employee who is recalled has the right to convert their return-to-work into an applicable job protected leave for which they qualify as per the *Employment Standards Act*, including but not limited to leaves related to family responsibilities, critical illness, domestic violence and maternity or parental leave. Upon receiving the recall notice, the employee shall immediately notify the Employer of the job protected leave for which they qualify.

ARTICLE 15 - BENEFITS

- 15.01 i) All benefits are to form part of The Collective Agreement.
- ii) The Employer shall supply an outlined brochure of all the Employer paid benefits such as insurance, vision care, dental plan, pensions, legal services plan, etc. as soon as practical following ratification if there are changes as a result of bargaining.
- 15.02 The Employer agrees to contribute the specified amount of the premium at the single or family rate of the following plans for all eligible employees who have completed their probationary period.
- (a) One hundred percent (100%) of the premium cost of life plan as well as an accidental death and dismemberment plan equivalent to \$25,000.00 for Full-time and Permanent Part-time employees and currently covered Casual Part-time employees.
- (b) An extended health care plan including a drug plan with a deductible of \$50.00 / single and \$100.00 / family once per calendar year. The drug plan will provide a dispensing fee cap of \$8.00 per prescription. A generic formula will also apply to the drug plan benefits, except where specifically requested by the employees' physician. Paramedical benefits to a maximum of \$300 per practitioner (Chiropractors, Osteopaths, Podiatrist/Chiropodist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, Psychologist/Social Worker, Acupuncturist, Dietician) and \$350 for orthotics and shoes. Insurance covers the first \$300.00 of orthotics and shoes, the employer pays the \$50.00 balance. The employer shall pay one hundred percent (100%) of the premium cost for Full-time and Permanent Part-time employees and fifty percent (50%) of the premium cost for currently covered Casual Part-time employees.
- (c) Vision care (glasses, laser eye surgery, contacts to a maximum of \$275 plus eye examination every two (2) years per person for Full-time, Permanent Part-time and currently covered Casual Part-time employee and eligible family members.

The purchase, repair, or replacement of hearing aids is a maximum of five hundred (\$500.00) dollars every four (4) years for Full-time, Permanent Part-time and currently covered Casual Part-time employee and eligible family members.

- (d) A dental plan with a deductible of \$50 / single and \$100.00 / family once per calendar year at current Ontario Dental Association (ODA) rates and 100% coinsurance for basic preventative services to a maximum of \$1500 per insured person. The employer shall pay one hundred percent (100%) of the premium cost for Full-time and Permanent Part-time employees and fifty percent (50%) of the premium cost for currently covered Casual Part-time employees.
- (e) New hires in the Casual Part-time category are not eligible for benefits. Casual Part-time employees receive an additional forty-five cents (\$0.45) per hour.
- (f) Employees who are students in school under the age of 19, will not be eligible for sick leave or insured benefits as provided by this Agreement but are entitled to uniform allowance.
- (g) A casual part time employee who posts (or is transferred) into a temporary permanent position in excess of 6 months shall receive fifty cents (\$0.50) per hour in lieu of sick leave and health and welfare benefits the increase in lieu shall become effective the first full pay following the completion of 6 months identified above.

When the casual employee returns to their position shall revert to casual part time premium in lieu effective the first full pay period following their return to their position.
- (h) Casual part time employees who transfer to permanent full time or permanent part time positions will qualify for the hundred per cent (100%) paid benefit premium effective the first day of the month following the start date of the permanent position.

15.03 A person normally entitled to insurance coverage, who is on a leave of absence due to illness or injury, shall continue to be eligible for insurance coverage for the period outlined in Article 17.04, 18.06 or 20.01 (a) as applicable. Employees whose illness continues beyond the coverage herein provided shall be permitted to continue coverage at their own expense, for a period of up to twelve (12) months. Employees must submit the total amount of the premiums by the first (1st) of the month to the Employer or the Employer will drop coverage and the employee will not be entitled to insurance until they return to work.

15.04 The Employer will contribute sixty-five cents (\$0.65) per compensated hour into the Canada Wide Industrial Pension Plan (CWIPP) for all UNIFOR member employees (July 1/15), who have completed their probationary period.

These contributions will be increased to seventy cents (\$0.70) per compensated hour effective the second full pay period following date of ratification or July 1, 2023, whichever is later.

The contributions will be increased to seventy-five cents (\$0.75) per compensated hour effective January 1, 2025.

For the purposes of compensated hour, this shall mean 15.05 and 15.07 shall mean –the straight time component for all hours worked including overtime and stat holidays and paid sick hours.

All other payments, premiums and allowances are excluded.

- 15.05 All employees upon completion of probation shall be entitled to receive a uniform allowance of fourteen cents (\$0.14) per compensated hours.
- 15.06 Benefit reimbursement cheques will be mailed directly to the employee's home address.

ARTICLE 16 – SICK LEAVE

- 16.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the following basis provided sick leave credits are available. While an employee is waiting for WSIB they can draw sick credits until WSIB payments are approved. The employee will repay the bank when WSIB payments are approved.
 - (a) Following the completion of probation all full time, permanent part time (and in the case of casual part time employees hired before January 1, 2014) shall earn sick leave credits based on 1 day (7.5 hours) for each 162.5 hours worked to a max of 90 days. It is understood that hours worked during probation shall be counted toward the calculation of hours for calculating sick accrual.
 - (b) An employee who is ill on the days when they are scheduled to work, the employee will be paid by the employer for the scheduled time missed for each illness beginning with the first day of such illness (not to exceed 1-first day from January 1st and June 30th and 1-first day from July 1st and Dec 31st), and such payment shall be deducted from their accumulated sick day credits. The employee will be paid by the employer for scheduled time missed for each subsequent illness within the six (6) month period beginning the second day of such illness, and such payment shall be deducted from their accumulated sick day credits, except in the case where the illness is as result of an outbreak In the Residence, in which case the employee will be paid from the first day of illness provided that they have sick leave credits in their bank.

- (c) An employee who is unable to work due to an accident or surgery will be paid from the first absent day and such payment will be deducted from their accumulated sick day credits. The employee's condition is such that they are unfit or unable to work due to being incapacitated from the accident. Surgery requires that the employee has been admitted to the hospital as an inpatient for a medically necessary surgery or procedure. It does not cover cosmetic, dental procedures done in clinics.
- (d) An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days they would have worked during that period.
- (e) An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time they are off work. If this does occur the employee shall be deemed terminated.
- (f) An employee who becomes ill during working hours shall be paid sick pay for the balance of their scheduled shift.

16.02 If an employee is absent from work because of an injury that is compensable under the WSIB Act, they shall not lose any accumulated sick days.

16.03 No sick leave shall be paid if a third party is paying income allowance (e.g. WSIB, insurance pay for injuries suffered in an automobile accident) etc.

16.04 If an employee is unable to report to work, they shall give the Employer a minimum four (4) hour's notice. In case of day shift work, this time element shall be at least one and one-half (1 1/2) hours prior to commencement of the shift.

16.05 An employee who is off work due to illness or injury for a short term must inform the employer at least four (4) hours in advance of their scheduled shift that they will return to work.

In case of a long-term absence, the employee must inform the employer at least twenty-four (24) hours in advance of their scheduled shift.

If off work due to illness or injury for a period exceeding fourteen (14) days, the employee must inform the Employer of their status on a weekly basis. In such a case the employee will be scheduled to work no later than one (1) week from the day of notice of return to work. Employees who have been scheduled to cover the shifts will return to their original posted schedule.

Short-term absence in this Article shall mean one (1) to four (4) days.

Long term absence in this Article shall mean five (5) days or longer.

16.06 The employer may request proof of disabling accident or sickness

reasonably acceptable to the General Manager.

16.07 An employee may be required, after any absence due to illness or injury of three (3) or more days, to furnish to the employer a certificate of a legally qualified medical practitioner stating that the employee is able to resume their full duties without risk to themselves or residents.

Notwithstanding the above, it is agreed that the employee must provide any required medical certificate pursuant to a statute or regulation or any Public Health requirement which certifies that the person is fully recovered from the illness which caused the absence. The employer shall pay the associated costs, if any, in obtaining such certificate(s), except in cases of excessive absenteeism. The Employer's position is that the 3rd absence or more is excessive.

16.08 An employee who becomes ill during working hours shall report to their immediate supervisor prior to leaving the building and provide a deficiency report indicating the work that still needs to be completed.

ARTICLE 17- LEAVE OF ABSENCE, UNION LEAVE AND BEREAVEMENT

17.01 (a) The employer shall grant a leave of absence without pay for good and sufficient reasons provided that the employer receives at least four (4) weeks advance notice in writing (except in emergency situations) and that such leave may be arranged without undue inconvenience to the normal operations of the Residence. When applying for a leave of absence, the employee must notify the employer of the date of departure and the date of return. The employee's request for a leave of absence and the employer's response to the request shall be in writing. The granting of a leave of absence shall be at the discretion of the employer, but this discretion shall not be unreasonably exercised. The employer will give in writing a response to the request normally within five business (5) days.

(b) Seniority for employees on a leave of absence will continue to accrue for a period not to exceed one (1) year.

17.02 Employees who are on leave of absence will not engage in gainful employment elsewhere.

17.03 To qualify for leave of absence as stipulated above the employee must have completed six (6) months of employment with the employer.

17.04 Employees on such leaves of absence will accrue benefits only to the end of the month in which the leave of absence commences. Benefits will commence to re-accrue and be paid from the date of return to employment following such leave of absence. The employee may continue benefit coverage for up to six (6) months at their own expense. Employees must submit the total amount of the premiums by the first (1st)

of the month to the Employer, or the Employer will drop coverage and the employee will not be entitled to insurance coverage until they return to work.

17.05 Salary continuation for union leave; the employer will pay an employee their salary and will deduct from the union dues monthly submission the gross amount of their wage for the hours attended.

17.06 An employee shall be granted bereavement as follows:

(a) Up to seven (7) consecutively scheduled work days without loss of pay or benefits in the event of death of spouse and child/ step child and grand child. This entitlement expires fourteen (14) calendar days after date of death.

(b) Up to five (5) consecutively scheduled work days without loss of pay or benefits, in the case of the death of a parent, brother, sister, step-brother, step-sister, step parents, brother and sister in law, grandparent or grandparents of the employee's spouse, mother-in-law or father-in-law. This entitlement expires fourteen (14) calendar days after date of death.

(c) Definition of spouse/child is as per the *Family Law Reform Act*.

(d) Where an employee requires additional time off, the employer may grant an unpaid leave of absence upon request, subject to the leave of absence rules save and except the advance notice requirement, without loss of seniority as per the limits identified in family leave.

17.07 (a) If an employee attends the ceremonial services of a member in the immediate family (as specified in Article 17.06) while being on sick leave, the bereavement leave will not be charged against accumulated sick leave.

(b) If the death occurs while an employee is on vacation, the employee will revert to bereavement leave and the vacation will be credited and the employee will reapply for the vacation.

ARTICLE 18 - MATERNITY, ADOPTION & PARENTAL LEAVE

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

18.02 MATERNITY LEAVE

Maternity leave of absence will be granted, subject to the following:

(a) Applicable to employees with thirteen (13) weeks or more of service prior the date of leave or in accordance with legislation.

- (b) Employee states their intention to return to work and makes a formal application for leave of absence at least two weeks prior to leaving. Such application must be accompanied by a certificate from a legally qualified medical practitioner stating the expected date of birth. Formal application will be waived in the case of an employee who stops work because of birth that happens earlier than the date upon which the employee was expected to give birth.
- (c) Leave of absence may begin no earlier than seventeen (17) weeks before the expected birth day unless an employee stops work because of complications or earlier delivery date as described in 2 above.
- (d) Employees on maternity leave will be credited with accrual of seniority for the whole leave.

18.03 ADOPTION LEAVE

Adoption leave shall be granted, subject to the following:

Applicable to employees with thirteen (13) weeks or more of service prior to the date of leave or in accordance with the legislation, whichever is greater.

- (a) Employee states their intention to return to work and makes a formal application for an adoption leave of absence at least two weeks prior to date of leaving.
- (b) Leave will be for a period of up to eighteen (18) weeks.
- (c) Leave must begin no more than thirty-five (35) weeks after the child comes into custody, care and control of the employee for the first time.
- (d) Employee will be credited with accrual of seniority for up to eighteen (18) weeks.

18.04 PARENTAL LEAVE

Parental leave of absence shall be granted as follows:

- (a) Applicable to an employee who has qualified for maternity leave in the circumstances of a live birth or an employee who, not having given birth to a child, has thirteen (13) weeks of service prior to the date of parental leave and:
 - (i) Who is in a relationship of some permanence with a parent of a child who has come into the employee's care, custody and control for the first time and who the employee intends to treat as a child of their own, or

(ii) Who is the father of a newborn child or a child who has come into his care, custody and control for the first time.

(b) Employee states their intention to return to work and makes a formal application for parental leave of absence at least two weeks prior to date of leaving.

(c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.

18.05 Return to work following maternity, adoption or parental leave shall be as follows:

(a) The employee must request reinstatement from maternity leave in writing and she will be reinstated provided she is cleared by her doctor.

(b) When an employee is ready to return from maternity leave, adoption or other parental leave, reinstatement will be in accordance with the appropriate following procedure:

(c) Employees with a planned date of return up to thirty-five (35) full weeks will be retained on the job held on the date of proceeding on leave, seniority permitting. Should the employee not have the seniority to be retained they will be placed in an existing vacancy. If no vacancy exists, the employee will have the right to bump a junior employee seniority, skills and experience permitting.

(d) Employees returning from parental leave will be returned to their former job. If former job does not exist every effort will be made to place them on a comparable job.

(e) Employees with a planned date of return in excess of thirty-five (35) weeks and up to fifty-two (52) weeks will be placed on an existing vacancy. If no vacancy exists, the employee will have the right to bump a junior employee – seniority, skills and experience permitting.

18.06 The employer shall continue to pay its contribution for health and welfare benefits during pregnancy, adoption and parental leave granted in accordance with the Employment Standards Act. Pension credits will also be covered during such leave based on their normally scheduled hours. Seniority continues to accrue during this time. No seniority shall accrue if the above leaves are extended beyond the limit set out in Article 17.01.

ARTICLE 19 - JURY DUTY

- 19.01 If an employee is required to serve as a juror in any court of law, the employee shall not lose regular pay because of such attendance, provided that the employee:
- (a) notifies the Residence immediately on the employee's notification that they will be required to attend at court;
 - (b) presents proof of service requiring the employee's attendance
 - (c) deposits with the Residence an official receipt stating the full amount of compensation received, excluding the travel and meal allowance.

ARTICLE 20 - WSIB

- 20.01 Where an employee is absent due to illness or injury that is compensable by WSIB, the following shall apply:
- (a) The employer shall continue to pay their share of the premiums of any and all health benefits for a period of eighteen (18) months from the date the absence commenced, in accordance with the WSIB.
 - (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, providing the employee pays the total cost of the premiums to the employer for each monthly period during the absence. Employees must submit the premiums by the first (1st) of the prior month to the employer or the employer will drop coverage and the employee will not be entitled to insurance coverage until they return to work.
 - (c) An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this Agreement during any absence covered by Workers' Compensation except where specified otherwise. An employee's absence during which they receive Workers' Compensation shall be considered as time worked for the purpose of calculating vacation pay, providing the employee returns to work within fifty-two (52) weeks after the injury or illness occurred.
 - (d) If the anticipated length of an absence due to a compensable accident is of three (3) months' duration or more, the employer will post notice of the vacancy in accordance with the job posting procedure in this agreement. An injured employee shall have a period of two (2) years within which they shall retain seniority; within these two (2) years the employee shall have the right to return to work, but only if their doctor indicates to the employer that they have the physical capacity to fully perform their normal job.

- (e) If an employee returns to work within a three (3) year period, they shall regain their former job or its equivalent without loss of seniority or benefits accrued to the date of injury. In such a case, the returning employee will displace the employee with the least seniority in the department to which the former is returning.
- (f) The above provisions shall be interpreted in accordance with the *Human Rights Code*.

20.02 The parties recognize the obligations of Early and Safe Return to Work as may be set out under the *Workplace Safety and Insurance Act*, and the *Human Rights Code*. The parties agree that this collective agreement will be interrupted in such a way to permit the Employer and the Union to discharge that duty.

- (a) The Employer will review with the Union its Early and Safe Return to Work program for work related injuries. The Employer will make every reasonable effort to provide modified duties for work related injuries.
- (b) If having commenced modified duties the employee raises an objection, the Employer will notify and meet with the Union to consult on the back to work program.

Nothing in this language obligates the Employer to establish a modified work program, except as required by law.

ARTICLE 21- NON-DISCRIMINATION/HARASSMENT/WORKPLACE BULLYING

21.01 Introduction

Both the Employer and the Union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario *Human Rights Code* (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability, or any other prohibited ground as defined in the Code.

21.02 Complaint and Investigation Procedure

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

- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,

- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials,
- Refusal to work or converse with an employee because of their racial background or gender,
- Unwanted physical conduct such as touching, patting, pinching, etc.,
- Condescension or paternalism which undermines self respect,
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

21.03 HARASSMENT IS NOT:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the Provincial Human Rights Commission and to see redress under the *Human Rights Code*.

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

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

If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident, forming the basis of the complaint, to the attention of the Supervisor and/or Union Representative.

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

complaint.

If the Supervisor and/or Union Representative cannot, to the satisfaction of the employee, deal with the complaint, it will then be submitted in writing to the Joint Committee.

The Joint Committee will be comprised of two representatives selected by the Employer and two representatives selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation committee will include at least one woman. These representatives must be appropriately trained regarding harassment and discrimination issues.

The Joint Committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, any employee accused in the complaint, witnesses and other persons named in the complaint. Any Union member interviewed by the Joint Committee may, if they so wish, have a Union representation present during the interview.

It is the intention of the Union and the Employer that, where practical, the joint investigation will begin with five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

In conducting the joint investigation, both the Union and the Employer shall, to the extent practicable, maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint Committee will be securely maintained in the offices of the Employer and the Union.

Upon the completion of the joint investigation, the Joint Committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the Administration and the Unit Chairperson. If the members of the Joint Committee do not agree, the report may reflect differences in the findings.

If harassment complaint is proven valid, appropriate corrective action will be taken against the offending employees. If, after completion of a thorough investigation, a harassment complaint can neither be proved nor disproved in the view of the investigators, the local Administration, on consultation with the Unit chairperson, will attempt to resolve the conflict in a manner that is agreeable to all parties.

If there is no agreement, the Employer reserves the right to take such action as it deems appropriate, subject to the Collective Agreement.

In the event the complaint remains unresolved and a violation of the collective agreement is alleged, the matter may be considered as a grievance beginning at step 3 of the grievance procedure.

Nothing in this Article prevents an individual employee complaining of harassment or discrimination from filing a complaint under the *Code*. Nor does anything in this Article prevent the Employer from taking any further action it deems appropriate to meet its statutory obligations.

ARTICLE 22 - HEALTH, SAFETY AND ENVIRONMENT

22.01 Employer Duties

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

22.02 Joint Health and Safety Committee

- (a) A Joint Health and Safety Committee shall be established which is composed of a minimum of two union members appointed by the union. At no time shall the number of Employer members be allowed to exceed the number of union members. A worker member is to be certified and paid for by the Employer.
- (b) Two co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member; the other shall be an Employer member.
- (c) Without limiting the generality of the foregoing, the committee shall:
 - (i) Determine that inspection have been carried out at least once a month by the co-chairs or designates. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.
 - (ii) Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
 - (iii) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
 - (iv) Hold meetings at least once a month for the review of:
 - reports of current accidents and occupational diseases, their causes and means of prevention

- remedial action taken or required by the reports of inspections
 - any other matters pertaining to health and safety
- (v) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, posted on the bulletin boards and sent to the local union and national union representative.
- (vi) Have access to and promptly receive copies of all reports, records and documents in the Employer's possession or obtainable by the Employer pertaining to health and safety.
- (vii) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
- (viii) The union health and safety committee shall meet without Employer representative prior to the committee meeting as agreed to by the parties.

22.03 Influenza Vaccine

Upon recommendation of the Medical Officer of Health or in compliance with applicable legislation, all Employees may take such treatments or vaccinations as the Medical Officer may direct to reduce the spread of Influenza, as defined by the Public Health Department.

If the costs of such treatments are not covered by some other sources, the Employer will pay the costs.

An Employee who does not take the recommended course of treatment for verified medical or bona fide Religious or Personal reasons will be reassigned during a declared outbreak of Influenza to other areas. Failing that accommodation, sick leave credits if available including vacation or lieu time booked can be used until the Employee may return to work.

If an Employee gets sick as a result of the Flu Vaccine Inoculation and applies for WSIB, the Employer will not oppose the claim.

This clause will be interpreted in a manner consistent with the Ontario *Human Rights Code*.

22.04 Right to Refuse

- (a) The Employer shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person or places them in immanent danger and that signs are posted in the workplace advising them of this right.
- (b) When a worker exercises their right to refuse they shall notify the

supervisor who shall promptly notify the union co-chair or designate who shall participate in all stages of the investigation. The worker shall stand at a safe place and participate fully in the investigation of the hazard.

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

22.05 Accident and Incident Inspections

Every injury or near miss, which involved or would have involved a worker going to a doctor or hospital, must be investigated. The co-chairs or designates shall investigate the accident or incident.

22.06 Disclosure of Information

The Employer shall provide the union and committee with written information, which identifies all the biological agents, compounds, substances, by-products and physical hazards, associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

22.07 Right to Accompany Inspectors

The Union co-chairperson or designate shall be allowed to accompany government inspectors on an inspection tour and to speak with the inspector out of earshot of any other person.

22.08 Access to the Workplace

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

22.09 Moments of Silence

- i) Each year on March 21 at 11:00 a.m. work will stop and one minute of silence will be observed in memory of International Day for the Elimination of Racial Discrimination.

- ii) Each year on April 28 at 11:00 a.m. work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.
- iii) Each year on September 30 at 11:00 a.m. work will stop and one minute of silence will be observed in memory of Truth & Reconciliation Day.
- iv) The Employer agrees to allow employees two minutes of silence at 11:00 am on November 11th of each year to remember those people who have died in wars.
- v) The Employer agrees to allow employees one (1) minute of silence to be observed in memory of women who died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 A.M. or when management determines the observance will have the least impact on operations. Flags will be flown at half-staff to mark this occasion.

22.10 Employment of Disabled Workers

The Employer agrees to offer every disabled employee a suitable job which can accommodate their restrictions upon the employee's return to work which shall continue as long as the disability and their restrictions last, provided doing so does not cause undue hardship. The Employer may request medical updates to confirm restrictions.

22.11 Injured Worker Provisions

- (a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at their regular pay.
- (b) Such employee shall be provided with transportation to their doctor's office or hospital and to their home.

22.12 No Working Alone

No employee shall be required or permitted to be alone in the facility.

ARTICLE 23 - DISCIPLINE & DISCHARGE

23.01 The disciplining of employees shall be made by the Employer only for just cause and procedures must be initiated within seven (7) days of the date of the alleged misconduct or within seven (7) days after the Employer becomes knowledgeable of the alleged misconduct.

23.02 In all instances in which the Employer may conclude that an employee's conduct may justify disciplinary layoff or discharge, a disciplinary hearing will be held. Such hearing shall be held before an official of the Employer, who shall be designated by it for the purpose, and at such hearing the employee will be represented by one or more members of the Bargaining

Committee. If no representative of the committee is available, the Employer will postpone the meeting until such time as at least one (1) representative of the committee is available. The Employer shall notify the employee and their Union representative of the specific charges for considering such action. This section is not intended to circumvent Article 23.03.

As soon as possible after the hearing, but in no case more than five (5) working days after the hearing, the Employer shall notify the Union and the employee of the action the Employer will be taking.

- 23.03 If the alleged misconduct may endanger the safety of himself or other employees, or be of such nature that it would be inadvisable to retain the employee in the facility, then the Employer may immediately remove the employee from the facility with loss of pay. If the alleged misconduct proves to be unfounded the employee will be reimbursed upon returning to work, for time lost. But if the alleged misconduct is founded then the unpaid suspension will go towards the discipline. A disciplinary hearing will be scheduled with-in two (2) working days after the employee has been removed from the premises. The Employer shall have the employee's steward or committee person in attendance when they are taken to an office for an interview concerning discipline, or prior to being sent home.
- 23.04 If an employee who has been given a disciplinary layoff or discharge feels they have been unjustly dealt with, they may file a grievance within five (5) working days of such action being taken, excluding Saturday, Sunday, and Statutory holidays. The grievance shall commence at STEP 2 of the Grievance Procedure.
- 23.05 A copy of all written warning notices will be given to the employee and the Union.
- 23.06 All disciplinary notices will be removed from an employees file twelve (12) months after the date of the infraction and may not be used for further disciplinary action.
- 23.07 An employee may, upon giving prior notice, review the contents of their personnel file at a mutually agreed upon time, once each calendar year (and in the event of discharge, following discharge), in the presence of their Supervisor and committee chairperson if requested by the employee. An employee shall not alter, destroy or remove any document or page contained therein, but shall be allowed a copy of any document.

ARTICLE 24 - GRIEVANCE PROCEDURE

The parties to this Agreement recognize the Bargaining Committee as the agents through which employees shall process their grievances.

- 24.01 A Committee person shall be allowed time with pay to assist and accompany an employee in the presentation of a grievance where such

grievance must be dealt with during working hours.

24.02 The reference to days excludes Saturdays, Sundays and Statutory Holidays. Time limits mentioned in this Article may be extended on consent of both parties.

24.03 The employer shall not be required to consider or process any grievance which arises out of any action or condition more than five (5) working days or their knowledge of the subject after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties concerning the interpretation application or administration of this Agreement. In the case of weekend workers the five (5) workdays as mentioned above will be extended to seven (7) working days.

24.04 Step 1 Before a grievance is filed in writing the employee shall discuss the complaint with their immediate supervisor with a view to a mutual settlement. The committee person will be present at such meeting.

Step 2 Any employee having an unresolved complaint must, accompanied by a committee person, submit a grievance in writing to their immediate supervisor within five (5) workdays after the act or condition that caused the grievance. The supervisor will deal with the grievance and will notify the grievor and the Union Representative of the decision in writing within five (5) workdays following the said meeting.

Step 3 If the grievance is not settled under Step 2, the committee person involved shall within five (5) working days submit the grievance to the General Manager who shall meet with the bargaining committee within five (5) working days upon receipt of said grievance. After the conclusion of this meeting, the General Manager will render their decision within five (5) working days.

24.05 A "Group Grievance" is defined as a single grievance signed by a committee person on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

24.06 A "Policy Grievance" is defined as a grievance that involved a question relating to the interpretation application or administration of this Agreement. A policy grievance may be instituted by either the Employer or the Union Chairperson and submitted to the other party in writing at Step 3 of the grievance procedure for a written response.

24.07 Any grievance resolved or withdrawn and that decision is subsequently

appealed through the appeals procedure established by the Unifor Constitution appeals procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed to the appropriate step of the grievance procedure. The Employer, however, will not be responsible for any monetary liability. The Appeals Procedure must be initiated within the time limits of the Grievance Procedure.

ARTICLE 25 - ARBITRATION

- 25.01 Failing a satisfactory settlement in Step three (3) of the Grievance procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within ten (10) working days after the General Manager, or their representative's, response.
- 25.02 A notice of intent to arbitrate, with a sole arbitrator, shall contain a list of three (3) arbitrators for consideration. Within five (5) working days from the receipt of the list of recommended arbitrators, the other party will either accept one (1) arbitrator from the list, or submit a list of three (3) arbitrators to the aggrieved party for consideration. If no single arbitrator can be agreed on from this list, within ten (10) working days, the Union may request the Ontario Minister of Labour to name an arbitrator for the union grievance and the Employer may request the Ontario Minister of Labour to name an arbitrator for the Employer grievance.
- 25.03 The sole arbitrator will set a date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.
- 25.04 The decision of the sole arbitrator shall be binding and final upon both parties. The sole arbitrator shall be restricted in the award to the provisions of this collective agreement, and shall not in the award, add to, delete from or otherwise alter or amend any provisions of the agreement, unless otherwise agreed by the parties.
- No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 25.05 The parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- 25.06 Any extension of the time limits may be made by either party by mutual consent, in writing.
- 25.07 Notwithstanding the arbitration provisions in the collective agreement, the Union or Employer may submit any grievance referred to arbitration under the arbitration provisions of the collective agreement to be arbitrated under the *Labour Relations Act*.

ARTICLE 26 - GENERAL

- 26.01 (a) The employer will provide aprons to dietary staff at no cost to the employees, to be worn as required for work in the kitchen/dining room.
- (b) The Employer understands that all employees who give direct hands on care to residents will wear gloves on the following occasions:
- (i) when handling or cleaning blood.
 - (ii) when handling or cleaning up urine or feces.
 - (iii) when providing direct hands on care to residents who have been identified as carriers of blood borne pathogens.
 - (iv) allergic to chemicals.
- (c) It is understood that all employees will be kept informed of resident needs and concerns within the confines of resident confidentiality. All employees have access to the resident communication book.
- 26.02 An employee shall not be required to transport residents in their personal vehicle.
- 26.03 The Union and the Employer will share the cost of the printing of the Collective Agreement. The Union will arrange for the printing within two (2) months of ratification.
- 26.04 (a) Where an employee is required by the employer to take course(s) to upgrade or acquire new employment qualifications, the employer shall pay the employee's regular wages for time spent. Time spent shall not be considered overtime. The employer will pay, upon successful completion of the course; to the employee the tuition fees and costs of the course materials. Receipts must be submitted with the claim form. Where the employer requires the employee to upgrade their skills the Employer will pay benefits. If the employee requests to upgrade their skills no benefits will be paid.
- (b) An employee may apply for leave of absence without pay (in accordance with the provisions of Article 17) to attend workshops, seminars, and courses which are employment related.
- (c) The employer shall grant one (1) day's leave of absence, with pay, per calendar year to a maximum of three (3) Stewards for the purpose of attending Steward courses and seminars. The union will make every effort to provide the employer with one (1) month's advance notice.

- (d) The employer shall grant twenty (20) days leave of absence without pay per steward per year to attend Unifor courses. A minimum of one month's notice will be given. If two or more stewards are required to attend they can not be from the same department. Management reserves the right to allow more than one (1) person from each department and/or limit the number in order to maintain their ability to staff the facility adequately.
- (e) Any employee of the Employer elected or appointed to a full-time position in the local union or national union, Unifor will be granted a leave of absence by the Employer. Such leaves will remain in effect until notice to cancel such leave is given by the union. Employees who are granted a leave under Article 26.04(d) above shall have their seniority accrue while on such leave, it is understood that all benefits shall be paid by the Union until the employees return to active employment with the Employer.
- (f) The Employer will grant leave of absence with pay to members of the Union to attend to union business outside the Residence and will bill the Union monthly for reimbursement.
- (g) The Chairperson of the Bargaining Committee shall be granted a leave of absence of one (1) day per month to attend to any business arising from this Collective Agreement, paid for by the Employer, and will bill the Union monthly for reimbursement.

ARTICLE 27- DURATION OF AGREEMENT

27.01 The agreement shall be effective from the 1st day of January 2023 to and included the 31st day of December 2025 at midnight. Either party shall be entitled to give notice in writing to the other party as provided in the *Labour Relations Act* of its desire to bargain with a view to the renewal of the expiring collective agreement at any time with a period of 90 days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of the 31st day of December, 2025, for any stated period acceptable to the parties and in accordance with the *Labour Relations Act*.

If negotiations for renewal of this Agreement should extend beyond the expiry date, it is agreed that the negotiated wages of the Agreement will be retroactive to the termination date of the previous Agreement, regardless of the date the Agreement is executed.

It is understood that, during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

Provided that for purposes of all notices under this Article, notice in writing shall be deemed to have been received by the party whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

27.02 Unless otherwise specified, all provisions of this agreement shall become effective on the date when the Union gives notice of ratification.

This agreement was signed on 11/25/2023.

FOR THE EMPLOYER

DocuSigned by:
Monica Mosher
4A02B3AF9DB6490...

DocuSigned by:
[Signature]
88B827682FD14F6...

FOR THE UNION

DocuSigned by:
Sam Snuyders
3F75C296A2EB448...

DocuSigned by:
[Signature]
1298357E27104AD...

DocuSigned by:
[Signature]
DEF647831C444BE...

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[Signature]
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LETTER OF UNDERSTANDING NO. 1 – DOMESTIC VIOLENCE

During the current negotiations, the parties discussed the concern that people sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a person who is in an abusive or violent personal 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 standard good faith on the part of the Employer, the Union and the affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures. Members will have access to the services of a Unifor Women's Advocate. The employer will pay up to four (4) hours and any related expenses, with submitted receipts, to a maximum of one hundred fifty dollars (\$150.00) per incident payable to the Advocate.

Where a female employee has been appointed as the local union's woman's advocate, the Employer agrees to an unpaid leave of absence to attend the necessary training required by the Union. The request for time off shall be in accordance with the provisions for time off for union business and shall be submitted in writing.

LETTER OF UNDERSTANDING NO. 2 – EMPLOYMENT STANDARDS ACT

During the current negotiations the Union expressed concern about the possibility of future legislative changes negatively impacting existing employment standards as set forth in the Employment Standards Act (Ontario) June 5, 1995. During the negotiation process the parties acknowledged their reliance on this legislation as forming a basis for past practices in respect of employment standards not otherwise specifically covered by the Collective Agreement. As an outgrowth of these discussions, the parties came to the following agreements:

The rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and Regulations made thereunder, as they existed on June 5, 1995, as the same relates to the Union, the Employer and/or its employees, shall be minimum requirements incorporated within the Collective Agreement; however, where the Collective Agreement provides higher remuneration in money or a greater right, benefit, term or condition of employment in favour of an employee(s) with respect to a particular standard, the Collective Agreement shall prevail.

A violation of the rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and Regulations made thereunder, as they existed on June 5, 1995 as the same related to the Union and/or its employees, may be subject to the grievance procedure of the Collective Agreement or may be prosecuted and enforced through the procedural mechanism offered by the Employment Standards Act and Regulations thereunder, as they exist from time to time, but not both.

LETTER OF UNDERSTANDING NO. 3 – OCCUPATIONAL HEALTH AND SAFETYACT CHANGE

During current negotiations, the Union raised a concern regarding possible future changes to the Ontario occupational Health and Safety Act and regulations.

Specifically, the concern focused around the possibility of the Provincial Government amending the current legislation such that the worker's right to refuse unsafe work could be rendered inoperative.

The parties agreed that at such time as the Union or the Employer has reasonable concern that legislation could be passed which so affects this right of the worker, the parties would meet within 10 days of written notice. The parties will make a good faith effort to arrive at a fair and workable solution in an expeditious manner that maintains the functional dimensions of this right.

Furthermore, nothing herein shall be construed to restrict any employee's right to refuse work or to do particular work where the employee has reason to believe that the employee's health and safety is in danger under section 43 to 50 inclusive of Parts 5 and 6 of the Ontario Occupational Health and Safety Act in effect as of June 5, 1995 of the date of the collective agreement. In addition, the Employer agrees that its duties and responsibilities towards the Union and bargaining unit employees in Part 2 (section 9 to 11 inclusive), and Parts 3, 4, and 7 of the Act as of June 5, 1995 of the date of this collective agreement shall be the minimum standards incorporated under the collective agreement.

It was further agreed that any changes to the regulations would also be reviewed by the above mentioned parties to assess the impact on employee health and safety. The parties agreed that the regulations in effect on the date of the collective agreement would be considered a minimum standard.

LETTER OF UNDERSTANDING NO. 4 – WORK LOAD

The Employer will monitor the workload in the resident care area to ensure work is being equitably divided. The monitoring results and recommendations will be discussed at the Labour/Management meetings.

LETTER OF UNDERSTANDING NO. 5 – COMMUNICATION BOOK

The Employer will maintain a structured method of communicating and dispersing information regarding new residents to the staff.

LETTER OF UNDERSTANDING NO. 6 – R.P.N. – RECENT AND RELATED EXPERIENCE

The employer will recognize recent related experience on the basis of one annual increment for each 1 year of service up to the maximum of the grid. Part time service will be recognized based on two years of service in previous employment equaling 1 year up to the maximum.

It shall be the responsibility of the prospective employee to provide reasonable proof of recent and related experience prior to being hired in order to be considered for a salary increment and if they fail to do so, they shall not be entitled to recognition.

LETTER OF UNDERSTANDING NO. 7 – BONUS PROGRAM

- a) Full-time and Permanent Part-time employees with fifteen (15) years' seniority or more will receive a bonus of One Hundred and Fifty (\$150.00) dollars to be paid once every quarter for the life of this Agreement.
- b) Full-time and Permanent Part-time employees with ten (10) years' seniority or more, but less than fifteen (15) years will receive a bonus of One Hundred and twenty-five (\$125.00) dollars to be paid once every quarter for the life of this Agreement.
- c) Full-time and Permanent Part-time employees with five (5) years' seniority or more, but less than ten (10) years will receive a bonus of One Hundred (\$100.00) dollars to be paid once every quarter for the life of this Agreement.
- d) Casual Part-time employees with five (5) years seniority or more, who work one hundred and eight (180) hours or more will receive a bonus of fifty (\$50.00) dollars to be paid once every quarter for the life of this Agreement.
- e) The quarterly payments will be made on the first pay of the qualifying month (January, April, July, October) for the preceding quarter. The Quarterly payment will be prorated to the employee's qualify seniority date or the first complete month following the seniority date.

The following Employees only are eligible for the above: Existing employees on staff as of December 31, 2011 shall be grandfathered in the Bonus Program. No new employees shall be eligible to participate in the Bonus Program.

| <u>Employee Name</u> | <u>Seniority Date</u> |
|-----------------------------|------------------------------|
| Barb Reid | 01-Apr-92 |
| Sabina Spencer | 06-Nov-01 |
| Michelle Luke | 10-Nov-01 |
| Sandy Kuznecov | 02-Dec-04 |
| Kathy Medhurst | 07-Apr-11 |

LETTER OF UNDERSTANDING NO. 8 – CALL IN PROCEDURE

Employees who are being called in for additional shifts shall be done in the following manner:

1. Full-Time employees whom have not yet reached 75 hours, by seniority, who is within that classification;
2. Permanent Part-Time employees whom have not yet reached 75 hours, by seniority, who is within that classification;
3. Casual Part-Time employees whom have not yet reached 75 hours, by seniority, who is within that classification;
4. Full-Time employees whom have not yet reached 75 hours, by seniority, who is not in that classification who is cross trained and is reasonably recognized by the Employer to be able to perform the functions of the job;
5. Permanent Part-Time employees whom have not yet reached 75 hours, by seniority, who is not in that classification who is cross trained and is reasonably recognized by the Employer to be able to perform the functions of the job;
6. Casual Part-Time employees whom have not yet reached 75 hours, by seniority, who is not in that classification who is cross trained and is reasonably recognized by the Employer to be able to perform the functions of the job;
7. Full-Time employees whom have reached 75 hours, by seniority, who is within that classification;
8. Permanent Part-Time employees whom have reached 75 hours, by seniority, who is within that classification;
9. Casual Part-Time employees whom have reached 75 hours, by seniority, who is within that classification.

Clarity Notes:

- Should a senior employee already be scheduled for a shift that is conflict with the shift available and is of greater hours, it must be offered to them and they accept, their shift shall be deemed the shift available. If no one is available to fill the shift, then the employee may work it at over-time rate.
- The principle of Maximization of hours and Seniority shall govern this overall process.

LETTER OF UNDERSTANDING NO. 9 – PAID EDUCATION LEAVE

The Employer agrees to make an annual contribution to a special fund in the sum of three hundred and fifty (\$350) annually in the month of September for the purpose of providing paid education leave. Such leave will be upgrading the employee skills and in all aspects of trade Union function. Such monies will be paid into a trust fund established by the National Union, UNIFOR and sent by the Employer to the following address: UNIFOR Paid Education Leave Program, 115 Gordon Baker Road, Toronto, ON M2H 3R6.

The Employer further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted an unpaid leave of absence for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during said leave.

LETTER OF UNDERSTANDING NO. 10 – WOMEN’S ADVOCATE

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

For this reason the parties agree to recognize the role of Women’s Advocate in the workplace. The Women’s Advocate will be determined by the Union from amongst the female bargaining unit employees.

Upon obtaining permission from her Supervisor/Manager to leave (permission will not be unreasonably withheld), the Women’s Advocate will meet with the member who is experiencing violence or abuse or other woman-specific issues affecting work performance or the workplace, discuss problems with them and make necessary referrals. The Company agrees to provide the employee with access to a private room in which to meet.

The Company will allow an unpaid leave of absence for one such bargaining unit member, to a maximum of once per calendar year up to a maximum of five (5) days for the Women’s Advocate to participate in the initial training program, and a maximum of three (3) days once per calendar year for the annual refresher training for the current trained advocate provided by the Union. Only one five day or one three (3) day training program will occur in each calendar year. All costs will be funded through the Union’s Paid Education Leave (PEL) fund. The Union will be responsible for the payment of registration where necessary, travel, lodging and all other related expenses.

LETTER OF UNDERSTANDING NO. 11 – MENTAL HEALTH

The Union and the Company jointly recognize mental illness, addiction disorders and substance abuse may not be the fault of the individual needing help. It is in the best interest of the employee, the Union and the Company to encourage early intervention and treatment. Such assistance includes, but is not limited to, identification of the problem at the earliest stages, motivating the individual to obtain help, and referral of the individual to appropriate treatment and rehabilitation facilities.

LETTER OF UNDERSTANDING NO. 12 – LONG SERVICE BENEFIT

Any employee who reaches twenty (20) years of service with the Employer shall be provided with five (5) days off with pay. These days off may be used at any time, subject to the Employer's operational needs.

Any employee who has already reached twenty (20) years of service with the Employer as of date of ratification of the 2023-2025 collective agreement, will be provided with this entitlement on date of ratification. For clarity, an employee will only receive this entitlement once during their tenure with the Employer.

SCHEDULE "A" – CLASSIFICATION & HOURLY RATES
Full-time/Part-Time /Casual Employees

| | First full pay period following date of ratification | January 1, 2024 | January 1, 2025 |
|--------------------|---|------------------------|------------------------|
| Attendant | | | |
| Start | \$17.62 | \$18.15 | \$18.70 |
| 1800 hours | \$18.99 | \$19.56 | \$20.15 |
| 3600 hours | \$19.42 | \$20.00 | \$20.60 |
| 5400 hours | \$19.76 | \$20.35 | \$20.96 |
| Cook | | | |
| Start | \$19.66 | \$20.25 | \$20.86 |
| 1800 hours | \$21.04 | \$21.67 | \$22.32 |
| 3600 hours | \$21.47 | \$22.11 | \$22.77 |
| 5400 hours | \$21.83 | \$22.48 | \$23.15 |
| Maintenance | | | |
| Start | \$20.44 | \$21.05 | \$ 21.68 |
| 1800 hours | \$21.82 | \$22.47 | \$23.14 |
| 3600 hours | \$22.24 | \$22.90 | \$23.59 |
| 5400 hours | \$22.60 | \$23.28 | \$23.97 |
| UCP | | | |
| Start | \$18.88 | \$19.45 | \$20.03 |
| 1800 hours | \$20.24 | \$20.85 | \$21.47 |
| 3600 hours | \$20.68 | \$21.30 | \$21.94 |
| 5400 hours | \$21.02 | \$21.65 | \$22.30 |
| RPN | | | |
| Start | \$23.65 | \$ 24.36 | \$25.09 |
| 1800 hours | \$25.02 | \$25.77 | \$26.54 |
| 3600 hours | \$25.46 | \$26.23 | \$27.01 |
| 5400 hours | \$26.05 | \$26.83 | \$27.64 |
| RN | | | |
| Start | \$27.76 | \$28.59 | \$29.45 |
| 1800 hours | \$28.05 | \$28.89 | \$29.75 |
| 3600 hours | \$28.44 | \$29.29 | \$30.17 |
| 5400 hours | \$28.96 | \$29.83 | \$30.73 |

Wage Notes

A 3% lump sum payment will be provided to all employees employed as of date of ratification for all hours worked between January 1, 2023 to date the above wage grid is implemented