

Collective Agreement

Between

**Revera Long Term Care Inc.
(Operating as Hallowell House, Picton)
(Hereinafter called "the Employer")**

-and-

**Unifor
Local 8300**

Part Time Workers

Effective date: November 1, 2019

Expiry date: October 31, 2022

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Article 1 - General Purpose

- 1.01 The purpose to this Agreement is to establish mutually satisfactory relations between the Employer, The Union representing the Employees as defined and the Employees concerned. To provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work, wages and benefits for all Employees within the Bargaining Unit.

Article 2 Scope & Recognition:

- 2.01 (a) Hallowell House recognizes the Union, Unifor, as the exclusive bargaining agent for, and the Collective Agreement shall apply to, all Employees of the Employer at Hallowell House in the Township of Hallowell, in the County of Prince Edward, regularly scheduled for not more than 45 hours bi-weekly, **high school students** and Students employed during the school vacation period save and except Graduate & Registered Nurses, Physiotherapists, Supervisors, persons above the rank of Supervisor, Office Staff.

(b) However, it is understood that, by mutual agreement, a part-time employee may be scheduled to work greater than 45 hours bi-weekly due to vacation or leave of absence up to a maximum of 75 hours bi-weekly

- 2.02 The Union agrees that there will be no Union activity on the premises of the Employer without prior approval being given by the Employer or as specifically permitted by this Agreement. A Union Representative may attend on the Employer's premises for the purposes of Union business upon prior appointment arranged with the Executive Director or his designate.
- 2.03 **Whenever the feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa**
- 2.04 The Employer undertakes that it will not enter into any other agreement or contract with any Employees represented by the Union either individually or collectively which will conflict with the provisions of this Agreement.
- 2.05 The Employer agrees that Employees will not be required by the Employer to use their private motor vehicle for the transportation of residents.

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Article 3 - Union Membership & Security

- 3.01 The parties agree that all Employees in the Bargaining Unit shall, as a condition of employment, be required to pay Union dues and pay initiation fees as set down by the Local Union. The Employer shall deduct monthly dues from each Employee in the Bargaining Unit after completion of thirty (30) calendar days of service.
- 3.02 The Employer agrees that it will deduct union dues from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in the amounts provided as notified in writing by the Union. These dues shall be remitted prior to the 15th of the month following to Unifor at the following address:
Unifor 115 Gordon Baker Road Toronto, Ontario M2H 0A8
Attention: Secretary-Treasurer or such other address as directed by the Local Union in writing.
- 3.03 The Employer will provide to the Union Chairperson a listing of the names, addresses, and classification of employees in the bargaining unit, **upon request**. The Employer will provide a listing of all new hires, the names of the employees terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer, **upon request**.
- 3.04 The union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement.
- 3.05 The Employer shall show deductions made for Union dues on an Employee's T4 slip.

Article 4 Supervisors & Union Representatives

- 4.01 In order to facilitate the operations of this Agreement, the Employer shall supply the Union a list of Employees acting in a supervisory capacity. The Union will supply the Employer with a list of its Representatives and Stewards. Both parties agree that these lists will be promptly revised from time to time whenever changes become necessary.
- 4.02 Supervisors, foremen, volunteers or persons excluded from the Bargaining Unit will not take the place of any Employee such to cause an Employee to suffer a loss of hours of work or pay and no Employee shall suffer a loss of hours of work or pay as a result of the contracting out of work by the Employer.

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- 4.03 So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

Article 5 Work of the Bargaining Unit

- 5.01 Those persons excluded from the terms of this Agreement shall not be permitted to perform any bargaining unit work except in the following types of situations:

- (a) In an emergency
- (b) When qualified employees are not readily available
- (c) On experimental work
- (d) In the instruction or training of employees, including demonstration the proper method to accomplish the task assigned.

Notwithstanding the aforementioned language, it is understood and agreed that nursing home construction/maintenance/equipment retrofits are not considered work of the bargaining unit.

Article 6 - No Strikes or Lockouts:

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees there shall be no lockouts during the term of this Agreement. The meaning of the words strike and lockout shall be as defined in the *Labour Relations Act*, S.O. 1995, Chapter 1, Schedule A as amended.

Article 7 Bulletin Boards

- 7.01 The Employer shall provide a bulletin board, in the Employee's staff room, accessible to Employees to be used for Union Business.

Article 8 Functions of the Employer

- 8.01 The Union recognizes and acknowledges that all Management rights and prerogative's, including the direction of working forces, are fixed and invested exclusively with the Employer without limiting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Nursing Home;

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- (b) Maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce, from time to time, rules and regulations, (notice of rules and regulations shall be given to the Union and the Employees prior to their implementation), policies and practices to be observed by its Employees; discipline and discharge Employees for just cause;
 - (c) To select, hire, transfer, assign to shifts, promote, demote, classify, lay off, recall or retire Employees, and to select Employees for positions excluded from the Bargaining Unit;
 - (d) Determine the location of operations, and their expansion or their curtailment, the direction of working forces, the schedules of operations, the number of shifts, the job content, quality and quantity standards, the establishment of work or job assignments; to determine the qualifications of an Employee to perform any particular job, determine the nature of equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing equipment and machinery, methods or processes; decide on the number of Employees needed by the Employer at any one time; the number of hours to be worked, starting and quitting times, when overtime shall be worked.
- 8.02 It is agreed that Management functions shall not be exercised contrary to the express provisions of this Agreement.

Article 9 - Union Representation

- 9.01 (a) The Employer acknowledges the right of the Union to appoint, elect or select
- (1) One (1) Full time Steward
 - (2) One (1) Full time Unit Chair
 - (3) Two (2) Part time Stewards
- (b) In the event, there are not (2) part time stewards another full-time person can be a steward making a total of (3) stewards, (1) Unit Chair. All of whom can handle grievances and all who will participate in Local Bargaining.
- (c) The Unit Chairperson of the full time Unit may assist the part time stewards or represent Employees from the part time Unit.
- (d) Identification Badges
The Union Chairperson or Stewards shall be allowed to wear the identification badges supplied by the Union provided such badges are approved by the Executive Director which shall not be unreasonably withheld.

One of the above members shall be the Unit Chairperson and all of whom will have completed their probationary period.

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- 9.02 The Union acknowledges that the Stewards and Unit Chairperson, have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Each steward shall, with the consent of her supervisor, be permitted to leave her regular Company duties for a reasonable length of time to function as a steward as in the Agreement provided, including time to meet with the President of the Local Union or a National or Local Representative of the Union about a grievance.

The President of the Local Union or National or Local Representative shall seek consent for such meeting from the Executive Director or designate. Such consent from the Executive Director or designate will not be unreasonably withheld. A meeting with the President of the Local Union or the National or Local Representative of the Union and the stewards shall be in a place where the two may confer privately.

- 9.03 The name of each of the Stewards, including the Unit Chairperson, shall be given to the Employer in writing and the Employer shall not be required to recognise any such representative until it has been so notified. The Employer will provide the Union with a list of the names of its Supervisors.

- 9.04 The stewards have the right to have the assistance of the National or Local Representative of the Union.

- 9.05 It is mutually agreed that arrangements will be made for the **Unit Chairperson** to interview each new employee of the bargaining unit once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home, **namely during the orientation day(s)**. **If the Unit Chairperson is not scheduled, the names of the new employee's will be provided for an interview, not to exceed fifteen (15) minutes at a time and location designated by the Employer.**

- 9.06 The Employer agrees that a steward or the Union Chairperson who leaves his work duties pursuant to the above shall not suffer loss of pay during the employee's scheduled regular working hours for the reasonable time spent in the handling of grievances.

9.07

- a) The Employer agrees that a member of the Negotiating Committee shall not suffer loss of pay during the employee's scheduled regular working hours when the Committee is scheduled to meet with the Employer and the member does so meet, up to and including conciliation.

- b) Pay for Negotiating Meetings: Where the bargaining committee member is on a

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scheduled day off.

Where a Home is participating in a master bargaining process, and the employee attends a bargaining session or sessions with the Employer on master issues, on a day that would otherwise be a scheduled day off, the Employer agrees to provide such employee with an alternative day off with pay, or, in the alternative pay for the scheduled day or days so spent in negotiating meetings with the Employer. It is understood that this provision does not apply when the employee attends a bargaining session or sessions with the Employer on local issues.

- c) The Employer agrees that for the purpose of Master Bargaining, a committee consisting of the unit chairperson and one committeeperson, selected by the union, will be recognized. Note: where a full-time and a part-time agreement exist at the same workplace, this language shall cover both agreements.

9.08 Labour-Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply:

- (a) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of the Collective Agreement.
- (b) A representative attending such meeting shall be paid for lost wages from regularly scheduled hours. A Unifor National or Local Representative may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed. It is understood that where there are separate full and part time Collective Agreements, there shall be one committee only.
- (c) The Employer will schedule Labour-Management meetings during the union chairperson's shift, provided the union chairperson is scheduled on either the day shift or afternoon shift.

Article 10 Grievances

10.01 Grievances shall be defined as any matter arising out of this Agreement, or concerning the interpretation, application, administration or alleged violation of this Agreement.

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10.02 It is understood that the affected employee may have the assistance of a Union Committee Person at any stage of the grievance procedure.

10.03 Any time limits referred to in this article and/or article 11 of this agreement within which any procedures are required to be taken or within which any decision is required to be delivered or within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays, and paid holidays as defined in this agreement. If at any stage of the grievance procedure, a grievance has not been processed by the union in accordance with the specified time limits the grievance shall be deemed to have been withdrawn. Failure of the Employer to meet the specified time limits shall permit the union to take the grievance to the next step.

10.04 **Verbal Complaint**

It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until he or she has first given his/her immediate supervisor or their designate an opportunity to adjust his or her complaint. A complaint shall only be considered if it is raised and acknowledged by the immediate supervisor within seven (7) days of the event giving rise to the complaint or within seven (7) days after the employee has or ought to have had knowledge of the event giving rise to the complaint. The immediate supervisor will provide a response within three (3) days. If the complaint is not satisfactorily resolved, the complaint may then be taken up as a grievance in the following manner:

Step 1

Failing a satisfactory settlement to the complaint, the aggrieved employee, accompanied by a Union Committee Person may present his/her grievance to the Executive Director or their designate, within five (5) days following the response from the immediate supervisor. The grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance. The grievance should also contain a statement of the clause or clauses of this agreement said to have been violated.

Within five (5) days of receipt of the written grievance, the Executive Director or their designate will arrange a meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate, and the Employee's Union Committee Person will attend this meeting. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

Step 2

Failing a satisfactory settlement in STEP 1, the grievance may be submitted within five (5) days of the reply at STEP 1.

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Upon receipt of the grievance, the Executive Director or their designate will then arrange a special meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate, and the Union Committee Person will attend this meeting. A Representative of the Union and a Representative of the Employer may also attend. The aforementioned special meeting will take place within five (5) days of the receipt of the grievance or at such other date that is mutually agreed to by the parties. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

Failing settlement at step 2 the grievance may be submitted to Arbitration as set out in Article 11.

10.05 Union Policy Grievance

The union may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement, in writing at STEP 2 of the Grievance procedure providing that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred, or reasonably became known to the Union. It is expressly understood that this provision may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could have themselves instituted under other provisions of the grievance procedure.

10.06 Group Grievance

Where it is identified that two (2) or more Employees have identical grievances, they may submit a written group grievance at STEP 2 provided that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

10.07 Employer Grievance

The Employer may institute a grievance against the Union or Employees, in writing at step 2 of the Grievance Procedure, provided it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

10.08 Suspension and Discharge Cases

Any claim by an Employee who has acquired seniority that she has been unjustly suspended or discharged will be treated as a STEP 2 grievance if a written statement of such grievance is lodged by the Employee with the Executive Director within five (5) days after written notice of such discharge or suspension has been given to the employee. Such grievance will be taken up at a special meeting between the Union and the Executive Director within (5) five days after it is lodged and failing settlement, within ten (10) days following the final decision of the Executive Director, be referred to Arbitration.

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10.09 Such grievance may be settled by:

- a) Confirming the Employer's action in suspending or dismissing the Employee; or
- b) Reinstating the Employee with full compensation for the time lost; or
- c) Other arrangement which is just in the opinion of the conferring parties or the Arbitrator, if appointed.

10.10 **Grievance Mediation**

- a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- d) The parties shall agree on a mediator.
- e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- g) The Mediator will have the authority to meet separately with either party.
- h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties nothing said or done by the mediator may be referred to Arbitration.
- i) The Union and Employer will share the cost of the Mediator, if any.

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Article 11 Arbitration

- 11.01 The party seeking Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.
- 11.02 The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.
- 11.03 The two (2) nominees shall endeavour to agree upon a third person to act as Chairperson within fifteen (15) days of the appointment of the second nominee. If the nominees fail to agree on a Chairperson, either one of them may request the Office of Arbitration, Ministry of Labour of the Province of Ontario to supply a panel of Arbitrators for selection to act as the Chairperson of the Board of Arbitration.
- 11.04 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto.
- 11.05 Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the third member and Chairperson shall be shared equally by the parties to this Agreement.
- 11.06 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the mutual consent of the parties to this Agreement, provided however, that all of the time limits set out in both the Grievance and Arbitration Procedures hereunder are mandatory.
- 11.07 **Sole Arbitrator**
Notwithstanding the foregoing provisions respecting the establishment of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

The party submitting the grievance to arbitration shall signify when advising the other party with notice that contains a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) arbitrators. If the parties can agree to a sole Arbitrator within thirty (30) days of the notice referring the matter to Arbitration, the matter shall be determined by a Sole Arbitrator and failing such agreement, the regular Arbitration Procedure shall apply.

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- 11.08 The Board of Arbitration, or sole Arbitrator, shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.
- 11.09 No person shall be selected as an Arbitrator who have been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the grievance arose.
- 11.10 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been abandoned. However, time limits specified in the Grievance or Arbitration procedure may be extended by mutual agreement, in writing between the Employer and the Union.

Article 12- Discipline Cases:

12.01

- (a) In the event that a written warning, which may be the subject matter of a grievance, is to be placed in the Employee's file, the Employee will be given one (1) copy and one (1) copy will be sent to the Union. A written warning to an Employee will be removed from the Employee's file if no other disciplinary action is taken against the Employee for a period of twelve (12) months from the date of the written warning. A record of suspension will be removed from the Employee's file, if no other disciplinary action is taken against the Employee after a period of eighteen (18) months from the date of discipline.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the 12-month or 18-month periods noted above.

- (b) Where problems with an Employee's performance are identified, regular evaluations will occur until the problem is resolved.

Where an Employee alleges another Employee has failed to provide proper care to a resident, or may have abused a resident, such allegations will be promptly investigated.

- (c) An Employee shall have the right to have a Union Steward present at disciplinary meetings. The Employer shall make every effort to notify the Employee in advance of the purpose of the interview in order that the Employee may contact her Steward to attend.

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12.04 Access to Personnel File

Having provided a written request to the Executive Director at least one (1) week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal discipline contained therein, in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

Article 13 Seniority

13.01

- (a) An Employee will be on probation until she has completed three hundred and seventy-five (375) hours worked. Upon completion of such probationary period, the Employee's name will be placed on the seniority list and be credited with seniority from the last date of hire.

During the probationary period, The Employer will assess the performance, abilities and suitability of the newly hired Employee. Regular reviews and evaluations will occur. Where the Employer has concerns regarding the performance, abilities of the Employee, those will be shared with the Employee. Where the Employer concludes that the newly hired Employee cannot demonstrate the appropriate performance, or lacks the abilities or suitability necessary, then the Employer's assessment constitutes just cause for dismissal.

Culpable behaviour during the probationary period will constitute just cause for dismissal.

- (b) Seniority is expressed as hours. Hours included in the calculation include:

- i. Hours which the Employee worked, and for which the Employee was paid
- ii. Hours which the Employee did not work, but for which the Employee was paid.

For clarity, but without restricting the general application such hours would include:

- Bereavement
 - Statutory holidays
 - Union Leave
 - Jury Duty
- iii. Hours normally scheduled, but not worked because of absence due to disability compensable under the Workers' Safety and Insurance Board, to a maximum of 24 months/two (2) years

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- iv. Hours normally schedule, but not worked because of absence due to non-compensable disability, to a maximum of two (2) years following the day the absence began.
 - v. Hours normally scheduled, but not worked because of absence due to pregnancy or parental leave.
- (c) The Employer shall post on the Union bulletin board and supply to the Local Union office and Union Chairperson a full time and part time seniority list in January and July (or other such months as mutually agreed) of each year listing, alphabetically, the employees' name, classification(s), and their seniority.

Where seniority is calculated based on hours worked, then the calculation will be based on the average hours worked during the four (4) complete pay periods immediately preceding the pay period in which the leave commenced, provided that the Employee's attendance during this period is reasonable representative of their normal attendance.

Part time Employees will accumulate seniority based on hours worked, one-year equalling 1800 hours, for the purpose of job posting and progression on the wage grid.

- (d) Seniority, except for those persons transferring from the part-time bargaining unit, shall be defined as continuous service of an Employee with the Employer since last date of hire. For those persons transferring directly from the part-time unit to the full-time bargaining unit, each eighteen hundred (1800) hours of seniority earned in the part-time unit shall be recognised as one (1) year of seniority in the full-time unit, and lesser amounts shall be prorated.
- (e) If a full-time Employee transfers to the part-time Unit, each completed calendar year of seniority earned in the full-time Unit shall be recognized as 1800 hours of seniority in the part-time Unit and lesser amounts shall be prorated.
- (f) If a part-time Employee transfers to the full-time Unit, each 1800 hours of seniority earned in the part-time unit shall be recognized as one (1) year of seniority in the full time Unit and lesser amounts shall be pro rated.

14.02 Job Transfers

- (a) When the Employer requires an employee to substitute on a higher rate job covered by this agreement (not including RPN's assigned to RN duties) for at least one-half of their regularly scheduled shift, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.

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- (b) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside the bargaining unit for a period of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (c) Any RPN working in Charge Capacity shall be paid the greater of the RPN'S regular rate plus one dollar and fifty cents (\$1.50) per hour for all hours worked. Further the designation of Charge shall be by Classification seniority subject to these qualifiers. The designation presumes competency as a Charge Nurse. No Employee need accept a designation. If there are both a full time and part time RPN working on the same shift, the full time RPN would be designated.

Effective date of ratification increases by (\$0.50) cents to \$2.00 per hour.

14.03 Seniority – Loss of Seniority

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

- (a) voluntarily resigns retires; or
- (b) Is discharged for just cause and is not reinstated by the grievance or arbitration procedure; or
- (c) Is absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (d) Is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (e) Is absent from work for more than thirty-six (36) months by reason of lay-off; or
- (f) Is absent from work for more than thirty-six (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (g) Fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (h) Fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties;

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or

- (i) An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this agreement unless otherwise agreed by the Union and the Employer

The Union and the Employer agree to abide by the Ontario Human Rights Code

14.04 It shall be the responsibility of each individual Employee to leave with the Employer her proper address and telephone number.

14.05 Layoff and Recall

- (a) The Employer shall give each Employee in the Bargaining Unit who has acquired seniority and who is to be laid off for a period of more than ten (10) weeks, notice in writing of her layoff in accordance with the following schedule

Service	Notice
Three (3) months to one (1) year	one (1) week
One (1) year to three (3) years	two (2) weeks
Three (3) years to four (4) years	three (3) weeks
Four (4) years to five (5) years	four (4) weeks
Five (5) years to six (6) years	five (5) weeks
Six (6) years to seven (7) years	six (6) weeks
Seven (7) years to eight (8) years	seven (7) weeks
Eight (8) years or more	eight (8) weeks

Such notice will be handed to the Employee and a signed acknowledgement requested if the Employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by Registered Mail.

- (b) In all other cases of layoff, the Employer shall give each employee in the Bargaining Unit who has acquired seniority, one (1) week's notice provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure, or equipment breakdown).

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- (c) In the event of layoff, the Employer shall lay off employees in the reverse order of seniority provided that the Employee has the skill, ability and qualifications necessary to perform the available work.
- (d) Where the Employer finds the factors in 14.05(c) are relatively equal among Employees in a different classification, it shall observe their seniority in making layoffs and recall from layoffs.
- (e) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority provided she has the ability and qualifications as required to do the job, after such opening is filled on a regular basis under the job posting procedure.
- (f) No new Employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Employer of their intention to do so, in accordance with article 14.05 (g) below, or do not have the skill, ability or qualifications to immediately perform the available work.
- (g) In determining the factors in 14.05(c) of an Employee for the purpose of paragraphs (c), (e) and (f) above, the Employer shall not act in an arbitrary or unfair manner.
- (h) It is the sole responsibility of the Employee who has been laid off to notify the Employer of her intention to return to work within ten (10) days (exclusive of Saturdays, Sundays and paid holidays) after being notified (which notification shall include a description of the job for which the Employee is being recalled) to do so by Registered Mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of the mailing) and return to work within five (5) working days after being notified. **The employee is solely responsible for her/his proper address being on record with the Facility**
- (i) Where the Employee fails to notify the Employer or to return to work in accordance with the provisions of paragraph (g), she shall lose all seniority and deemed to have quit the employ of the Employer.
- (j) A lay-off shall include a permanent or long-term reduction of hours in an employee's regularly scheduled hours of work.
- (k) In addition to its other business, the Labour Management Committee shall discuss any proposed layoffs in the bargaining unit and measures to reduce the impact of such proposed layoffs.

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Article 15 Job Posting

15.01 (a) The Employer will post all new jobs or vacancies (with a copy to be **given** to the **Unit chair**) in the Bargaining Unit for a period of seven (7) calendar days and shall stipulate the qualifications, classification, rate and department concerned before new Employees are hired in order to allow Employees with seniority to apply.

(b) If no Employees with seniority apply, the Employer will consider members of the Full-time workers bargaining unit before considering persons who are not employed by the Employer.

(c) Recent Related Experience

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

15.02 If no applications are received by 10:00 am of the seventh (7th) day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

15.03 In filling any posted vacancy in this Article, the Employer shall consider the qualifications, experience, skill, efficiency, and ability of the individual to perform normal required work and where these are relatively equal, in the judgement of the Employer, seniority shall be the determining factor.

15.04 When a position is filled by means of the job posting procedure, the name of the successful applicant shall be posted.

10.05 Trial Period

The successful applicant will be placed in the vacancy for a trial period not exceeding twenty (20) shifts of work, **or twenty-eight (28) days, whichever is sooner**. If the Employee proves satisfactory, shall then be considered permanent to the vacancy. If the Employee proves unsatisfactory during that time, or if the Employee feels she is unable to perform duties of the vacancy to which posted, the Employee will be returned to her former position at her former salary or rate of pay, as will any other Employee in the Bargaining Unit who was promoted or transferred by reason of such placing.

15.06 TEMPORARY VACANCIES

(a) Temporary vacancies which are expected to be six (6) weeks or less in duration shall not be required to be posted in accordance with the provisions of the Article. Temporary vacancies which are expected to be

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in excess of six (6) weeks in duration shall be posted only after the temporary positions has been offered to all permanent part time within the department by seniority, then offered to the casuals within the department. If the temporary position is still vacant, the position will be posted and all language in the collective agreement will apply

An employee returning from a leave of absence shall have the right to return to her former position.

In instances where an Employee returns to work prior to her estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s).

Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer deems appropriate. In the event that a part time employee is the successful applicant, the part time employee shall retain her part time status during the temporary full-time period and shall be governed by the part time collective agreement.

- (b) Temporary vacancies within the Unit, or within the full-time unit, shall be offered to members of this Unit in accordance with the requirements in 15.03. If no member of this Unit is willing to accept such appointment or posting as per the foregoing, then members of the full time Unit shall be offered/accepted for the position subject to article 15.03, and then outside.
- (c) Where a new job or vacancy is posted under article 15.01, member of this unit shall first be considered and if there is no successful applicant, the Employer shall then consider members of the full-time unit, in accordance with the full time Employees' qualifications, experience, skill, efficiency and ability, and where these are relatively equal, in the judgement of the Employer, the seniority of the full time Employee, within the full-time unit, shall be the determining factor. If there are no successful applicants from either unit, the Employer is free to fill such vacancy outside the Union.

15.07 An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall not be given credit for all seniority and service accrued while outside the bargaining unit but will retain all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit all other employee(s) shall revert to their previous position.

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Article 16 Wages

During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A".

Article 17 Pay Days

- (a) The Employer agrees that wages paid by deposit to the Employee's credit at a bank designated by the Employee and will be available for withdrawal on every other Thursday.
- (b) **The Employer will utilize electronic pay stubs. The following terms and conditions shall apply to the utilization of electronic pay stubs:**
 - 1. **An employee shall be able to access a company computer to view their electronic pay stub before their scheduled shift, during approved meal breaks or rest periods and after their scheduled shift.**
 - 2. **An employee shall be able to print their electronic pay stubs using company resources if they so choose. The employee shall have access to management help if required.**
 - 3. **The home shall ensure that no unauthorized employee will be able to access any other employee's electronic pay stubs.**
 - 4. **When system capabilities are established, future and current vacation monies will appear on the pay stub.**

Payment of Wages

There shall be no pyramiding of premium pay, overtime pay, sick pay and paid holiday pay.

In the event the Employer introduces a new pay day or pay period, the Employer will provide written notice of not less than sixty (60) days to the employees and the Union. The week of shifts will be altered based on payroll changes to allow for staff to have consistent pay hours. Any alteration made vacation and weekends off will not be affected.

Article 18 - Preparing of Collective Agreement

- (a) The Union will prepare final drafts of the collective agreement and provide the same to the Employer. The Employer will review the said documents and return them to the Union within sixty days. The parties agree to split the cost of printing the collective agreement.

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- (b) The Union is to provide the Employer with a Microsoft Word version of each collective agreement.

Article 19 - Hours of Work and Overtime

The regular hours of work for all Employees shall be seven and one-half (7.5) hours per day, excluding one-half hour unpaid meal period. Shifts of lesser duration may be scheduled.

- 19.02 The Employer will schedule shifts for Employees so there will be a minimum of eleven (11) hours between the end of one shift and the beginning of the next shift. Any shifts scheduled with less than 11 hours will be paid at the rate of time and a half

19.03

- (a) Work schedules shall be posted four (4) weeks in advance and will not be changed without consent of both parties, except in the case of emergency, or to accommodate an unscheduled return to work.
- (b) The Employer shall consider the workload in all areas of Nursing, and approximately every three (3) months, provided it is conducive to resident care, may rotate staff to address concerns regarding an equitable distribution of the workload. This clause does not apply to the Alzheimer Unit (Sunset Court).

19.04

- (a) The Employer acknowledges that as a policy it will endeavour wherever possible to schedule shifts so that Employees will not be required to work more than every other weekend. No Employee will be required to work more than two (2) consecutive weekends in a row without having the(3rd) third weekend off.

If an Employee is scheduled or requested and agrees to work a 3rd consecutive weekend, the employee shall be compensated for all hours worked at time and one half. This article does not apply for requests granted pursuant to 19.08(b).

- (b) During the period from December 15 - January 15 restrictions on scheduling shall be discontinued, and the Employer shall not be liable for premium payments otherwise owing, to allow for the following scheduling:
 - i. Vacations and lieu days will be granted at this time subject to the operational needs of the facility. Employees will not be able to apply lieu days to both Christmas and New Years day. Granting of vacation at Christmas will apply for only one employee (whether full time or part time) per department. Notwithstanding the foregoing, granting of vacation at Christmas will apply for

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one full time and one part time HCA/PSW.

- ii. Employees who take Christmas off in one year, shall not be entitled to take Christmas off the following year unless mutually agreed; similarly, employees who take New Years off in one year shall not be entitled to take New Years off in the following year, unless mutually agreed.

In cases of conflict, Employees will be scheduled to work the shift that they most frequently work on Christmas and New Years.

- (c) During the changeover from daylight savings time to Eastern Standard Time, or vice versa, an employee who works 8 1/2 hours gets paid 8 1/2 hours at straight time; and an employee who works 6 1/2 hours gets paid for 6 1/2 at straight time.

(d) Casual Employees

The Employer and Union recognize the need for a casual classification to alleviate the problem of "working short" when regularly employed bargaining unit employees are unavailable for call-in. The following conditions will apply to casual employees:

Casual employees will be called into work after part time

Casuals will be scheduled only after part time have up to their 45 hours biweekly as their hours of department permit.

Casual employees will be paid in accordance with the existing wage grid in the collective agreement.

Casual employees will not be subject to any benefits in the collective agreement but will receive those benefits as mandated by Employment Standards. Specifically, vacation pay will accrue at 4% of earnings and be paid biweekly. Statutory holiday pay will be calculated based on average hours in the previous 2 pay periods.

Casual employees will progress through the wage grid on the basis of one (1) year = 1800 hours.

Casual employees will accrue seniority or service while employed as casual employees. If a casual employee applies for and is awarded a part time or full-time position, they will be credited with all hours worked during the period of employment as a casual employee.

Casual employees may apply for job postings and may only be considered where

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no full time or part time persons in the bargaining unit apply

Casual employees who refuse 10 call-ins within a 60-day period will be subject to removal from the call-in list and be deemed quit. **In addition, casual employee who accept and then call-in for shifts that were accepted more than twice in the same period shall be deemed quit.**

Casual employees will be subject to union dues as set out for the part time employees

Once such employee has provided availability to the Employer, if they do not accept shifts for a period of **two (2)** consecutive months, they shall be deemed to have voluntarily resigned their employment.

Notice in writing will be provided to the employee and the Unit Chairperson

19.05 Rest Periods

There shall be two (2) paid rest periods of fifteen (15) minutes in each full shift and prorated for Employees working less than a full shift.

19.06 If an Employee reports for work at a scheduled time and no work is available, such Employee will be entitled to a minimum of four (4) hours pay at the Employee's regular hourly rate.

19.07 On Call

(a) Employees shall receive ten dollars (\$10.00) for each twelve (12) hour period that they are required to be on call. Employees on call shall be available during the period for immediate call-in and shall notify the Employer where she can be reached by telephone throughout the on-call period.

(b) Where an Employee is called back to work having left the premises at the end of her shift, she shall be paid a minimum of three (3) hours pay at time and one-half her regular hourly rate for the first call back only and thereafter at time and one-half (1&1/2) her regular hourly rate for each hour worked.

19.08 Overtime

(a) Approved overtime shall be paid for all hours worked over seven and one-half hours in a day or seventy-five (75) hours biweekly at the rate of time and one-half (1&1/2) the Employee's regular rate of pay.

In no event shall an Employee be scheduled for more than six (6) consecutive shifts. Employees will be paid double time for all hours worked on the seventh (7th) consecutive shift. This article does not apply for requests granted pursuant to 19.08 (b).

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- (b) In the event Employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other Employees, the Employer agrees to allow Employees to do so provided that the Employees have obtained the prior written approval of the Executive Director or her designate, do not abuse this privilege, these alterations do not interfere with any other Employees' assigned shifts, and that such alterations and amendments will not result in payment of any premium pay to any Employee.
- (c) If an Employee is required to work an extra continuous full shift as overtime, one (1) free meal will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work four (4) hours overtime at the end of her shift, one (1) meal will be supplied.
- (d) A week of shifts shall commence at 0600 hours on Saturday and end at 0600 hours on the following Saturday.
- (e) An employee absent on paid time during her scheduled work week because of sickness or accident, W.S.I.B., bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if they had worked during their regular scheduled hours during absence for the calculation of eligibility for overtime rates.
- (f) An employee required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), shall receive two (2) times her regular straight time hourly rate for such additional authorized overtime.

19.09

(a) Shift Premium

Employees will receive shift premium of \$0.40 per hour (\$3.00) for each full shift worked where the majority of the hours worked fall between 1500 hours and 0700 hours of the following day unless the Employee requests to be scheduled during that period. For clarity, "hours worked" includes paid breaks.

(b) Weekend Premium

Provide for 35 cents, per hour weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

Effective November 1, 2020 Increase by \$0.05 per hour

Effective November 1, 2021 Increase by \$0.05 per hour

19.10 The preceding clauses are intended to define the normal hours of work and shall not be constructed as a guarantee of hours or days of work per week.

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- 19.11 If an Employee is called into work a shift to which she was not scheduled, and the Employee is not given at least one (1) hour notice of the start of the shift, then
- (a) In the event, the call in occurred; prior to the start of the shift and provided the Employee arrives within one (1) hour of the call, the Employee shall be paid as though she had worked all hours of the shift; and
 - (b) In the event the call in occurred on or after the start of the shift and provided the Employee arrives within one (1) hour of the call, the Employee shall be paid as though she had worked commencing with the time of the call.
- 19.12 If staff shortages occur in either this unit or the full-time unit, Employees are expected to be reasonably available to work extra shifts.
- 19.13
- (a) Employees covered by this Agreement will be called in to work in order of
 - i. Seniority within the classification for which the call in is required;
 - ii. Seniority within the department for which the call in is required provided the employee is qualified to do the work;
 - iii. Seniority within the bargaining unit provided the employee is qualified to do the work;

Unless an overtime situation is created, and other Employees are available to work at straight time rates.

- (b) Employees covered by this Agreement shall be scheduled to their maximum number of allowable hours to work in accordance with their seniority.
- (c) For the purpose of this sub article 19.13 only, Health Care Aides and/or Nurses Aides are one classification, but nurse's aides as a separate line in the grid to be within the nursing department and activity aides as a separate line in the grid, to be within the programming department.
- (d) If the Employer fails to call in an employee according to 19.13 (a), then the Employer shall call in the said employee as soon as practicable and assign the employee work which falls within the job description of the employee. It is understood that it is not a failure by the Employer to call in an employee if:
 - i. The Employer calls the employee and the employee was not available; or
 - ii. The employee had indicated that she was not available for a call in.

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- (e) The Employer agrees that after applying the provisions of article 19.13 there continues to be fewer employees working than originally scheduled and the Employer intends to fill such shortage, the Employer shall thereafter offer an employee working a short shift on the said shift the opportunity to work a full shift. The offer shall be made in order of:
- i. Seniority within the classification for which the work is required;
 - ii. Seniority within the department for which the work is required;
 - iii. Seniority within the bargaining unit provided the employee is qualified to do the work.

Provided that the offer shall not result in overtime.

Article 20 Leaves of Absence

20.01 Personal

The Employer may grant a request for leave of absence, without pay and without loss or accrual of seniority, for personal reasons satisfactory to the Employer provided that the Employer receives the request in writing.

20.02 Bereavement Leave

- (a) The Employer will grant a request for leave of absence, with pay, for up to five (5) working days in the event of death of an Employee's spouse or child. Spouse shall include a common-law spouse, provided there is an established relationship with a member of the same or opposite sex, common cohabitation, and representation of a marital relationship within the community.

The Employer will grant a leave of absence, with pay for up to three (3) working days in the event of death of an Employee's mother, father, brother, sister, mother-in-law, father-in-law, grandparent or grandchild.

Such leave is calculated beginning with the date following the date on which the death occurred.

Pay shall be at the Employee's regular rate and only the regular working time missed shall be paid.

- (b) An Employee shall be granted one (1) day bereavement leave (in the same terms and conditions as (a) on previous page) for the purpose of attending the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
- (c) Where it is necessary because of distance, the Employee may be granted up to seven (7) calendar days additional leave without pay.

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- (d) Where an Employee's scheduled vacation is interrupted due to the above, the portion of the Employee's scheduled vacation interrupted shall be deemed to be bereavement leave, and the Employee will be entitled to reschedule the vacation credits at another time without interrupting the posted vacation schedule.
- (e) Where a former spouse who has had care and custody of the Employee's child or children dies, and the Employee must thereby assume responsibility for the child or children, or the Employee must assist her child or children through a period of grief caused by the death of the former spouse, then in either case the Employer will grant leave of absence in accordance with part (a) of the sub article. It is agreed and understood that the "child" or "children" herein referred to, are children who have not obtained the age of majority for the Province in which they (child/ren) reside.

20.03 **Pregnancy, Paternity and Adoption Leave**

- (a) An Employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of her delivery shall be entitled to a pregnancy leave up to seventeen (17) weeks in duration.

The Employee shall give written notice at least two (2) weeks prior to the date upon which she intends to commence the pregnancy leave and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to the above must be provided within two (2) weeks of stopping work.

The pregnancy leave continues for seventeen (17) weeks after it began, if the individual is entitled to a parental leave, or on the day that is six weeks after the delivery, if the individual is not entitled to a parental leave, whichever is later. The Employee may end the leave by giving at least four (4) weeks written notice of the day she intends to return.

Parental Leave

- (b) An Employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within thirty-five (35) weeks of the day the child was first born, or comes into custody, care and control of the Employee for the first time.

Parental leave for an Employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time.

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An Employee must give at least two (2) weeks notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the Employee for the first time sooner than expected, the leave will begin on the day the Employee stops working, and notice must be provided within two (2) weeks of stopping work.

Parental leave ends 35 thirty-five weeks after it began or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.

- (c) Where an Employee has given notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by giving at least two (2) weeks notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the Employee gives at least four (4) weeks notice.

- (d) Employees will be enrolled and/or continue to be enrolled in the benefits plan per article 23 of the agreement, unless the Employee gives the Employer written notice that the Employee does not intend to pay the Employee's contribution, if any to such premium based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the Employee continues absent on pregnancy or parental leave, unless the Employee gives written notice that they do not intend to pay their contribution, if any.

Employees may make such arrangements with the Employer as are mutually satisfactory. Normally it would be expected that the Employee would make such payments by post-dated cheques. In the complete absence of such arrangements for payment, the moneys owed by the Employee will represent an offset against wages.

Where an Employee gives written notice that they do not wish to pay their portion of a premium, coverage will be discontinued, and enrolment upon return to work will be subject to the requirements of the carrier. The carrier has advised that provided the individual enrolls in their benefit coverage within thirty-one days of the expiry of the pregnancy and/or parental leave, no penalties will apply.

- (e) An Employee will continue to accumulate seniority during pregnancy and/or parental leave.
- (f) Upon return to work, the Employee shall be reinstated to the position the Employee held at the time the commenced, if it still exists, or to a comparable position, if it does not. The reinstated Employee shall be entitled to be paid the wages the Employee was earning at the time the leave commenced, or the wages

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the Employee would be earning if the Employee worked throughout the leave, whichever is greater.

- 20.04 Notwithstanding Article 20.03 above, an Employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a Supplemental Unemployment Insurance Benefit. An Employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid Supplemental Employment Insurance benefit.

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

Such payment shall commence after the two-week Employment Insurance waiting period and shall continue while the Employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

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

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

The SUB top-up by the Home will not take into account E.I. insurable earnings from sources other than this facility.

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

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20.05 **Jury Duty**

- (a) The Employer shall grant a leave of absence to an Employee who is required to serve as a juror or who is subpoenaed as a crown witness in any Court. The Employer shall pay such an Employee the difference between her regular earnings and payment received for jury duty and crown witness attendance at Court. The Employee will present proof of service and the amount of such pay to the Employer.
- (b) The Employee is required to notify the Employer as soon as possible of selection for jury duty.
- (c) In addition to the foregoing, where an Employee is required by subpoena to attend a Court of Law or Coroner's Inquest in connection with a case arising from the Employee's duties at the Home on the Employee's regularly scheduled day off, the Home will attempt to reschedule the Employee's regular day off, which the Employee must accept. Where the Home is unable to reschedule the Employee, the Employee shall be paid for all hours actually spent at such hearing at the rate of time and one-half (1&1/2) the Employee's regular straight time hourly rate. The Employer will make every effort to provide the day off with the weekend provided it does not interfere with Article 19.08.

20.06 **Education Leave**

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

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

The Executive Director may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) months notice in writing unless impossible and provided that such a leave may be arranged without inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

Both the Employer and the Union recognize the joint responsibility and commitment to provide for and participate in, in-service education. Available programs will be publicised.

When an Employee is required by the Employer to attend meetings, in-service and other work-related functions outside her regularly scheduled working hours, and the Employee does attend same, she shall be paid for all time spent on such

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attendance at her regular straight time hourly rate of pay and such time shall not be counted towards the calculation of overtime, or at the employee's option, she shall receive equivalent time off, at a time mutually agreed upon.

20.07 Union Leave

- (a) Delegation for Union Business shall be considered a legitimate personal reason for a leave of absence, provided that such leave shall not be for longer than 2 (two) weeks duration or no more than three (3) occasions in the contract year. Leave shall be without pay and granted to not more than two (2) Employees at any one time. Seniority and service shall continue to accumulate during such leave. The Employee will continue to be entitled to all rights, privileges and benefits as contained in the Collective Agreement. The Employer shall pay to the Employee their normal wages for any scheduled shifts lost, and in turn, will bill the Union the cost of such normal wages. The Union will then in turn reimburse the Employer.
- (b) Request for such leave of absence should be made as soon as is reasonably possible, but in any event, not less than two (2) weeks in advance.

(c) Full-time Union Leave

Upon application by the Employee, in writing, the Employer will give reasonable consideration to a request for a leave of absence, without pay, to an Employee elected or appointed to a full-time Union position as an Officer or Representative, or to the staff of the Canadian Labour Congress, or the Ontario Federation of Labour. It is understood that not more than one (1) Employee may be on such leave at any one time. Such leave, if granted, shall be for a period of the election or appointment. Seniority and service shall accumulate during such leave to a maximum of one year.

Education Fund

The Employer agrees to pay into a special dues fund the amount of two (2) cents per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by Canadian Auto Workers and shall be utilized by the Union at its discretion.

20.08 Alcoholism & Drug Addiction

If the Union and the Employer identify an Employee who has become addicted to alcohol or drugs, the parties agree to co-operate in assisting the Employee to obtain treatment and rehabilitation. Where needed, the Employer will grant a leave of absence of up to three (3) months, without pay and without accumulation of seniority, where the Union and the Employer mutually agree that the Employee has such a problem.

20.09 It is agreed that each case will be handled confidentially as any other kind of illness. The Employee in either case, will receive the same consideration as is

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provided to Employees affiliated with any other illness.

20.10 Public Office

An Employee who is elected or appointed to the Federal, Provincial, Municipal or Regional Municipal Office, who is required to be absent from work because of the elected duties shall, upon written application to the Employer, be granted a leave of absence to comply with their elected or appointed duties, without pay and without loss or accrual of seniority.

20.11 Family Medical Leave

The Employer recognizes Family Medical Leave as provided within the Employment Standards Act.

Article 21 - Statutory Holidays

21.01 The recognized paid holidays for this Agreement shall be, and the Employer agrees that each holiday shall be paid in accordance with the average of the Employee's earnings for the eight (8) days worked immediately preceding the holiday.

New Year's Day	Thanksgiving Day	Labour Day	November 11
Civic Holiday	Employee's Birthday	Good Friday	Christmas Day
Canada Day (July 1 st)	Boxing Day	Victoria Day	

One additional non-premium float. Employee may take float on request - however the Employer has the right to refuse it if scheduling does not permit.

21.02 If one of the above-named holidays occurs on an Employee's regular day off, or during his or her vacation period, the Employee shall receive an alternate day off in lieu thereof within **ninety (90)** days, or such period as may be mutually agreed to by the Employer and the Employee, following the said holiday, or the Employee shall receive a day's pay at her regular hourly rate for his or her regularly scheduled hours. The day shall be mutually agreed to by the Employer and the Employee.

This will also include the ability to bank stats whether worked or not

21.03 In order to qualify for holiday pay as set out in this provision, an Employee must be at work **at least four (4) hours** on the scheduled shift on the holiday, during her regularly scheduled shift immediately preceding the holiday and her regularly scheduled shift immediately following the holiday unless absent due to a personal illness as proven by a medical certificate, **or a reason satisfactory to the Employer is provided.**

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- 21.04 Employees who are on layoff, leave of absence of any kind, will not be entitled to holiday pay for those holidays which fall during such leaves of absence or layoff unless such leave or layoff commenced the next day following the statutory holiday.
- 21.05 Where an Employee is required to work on a paid holiday, she shall be paid at the rate of time and one-half (1&1/2) her hourly rate for a shift so worked, in addition to her regular paid holiday pay as set out herein above.

Article 22 Vacations

22.01

- (a) For the purposes of vacation entitlement employees shall earn their vacation based on the completion of years of service. The vacation year shall run from April to March.
- (b) A blank vacation schedule will be posted on or before March 1st of the year. Employees will indicate their preference for vacation on the schedule by March 15th. In cases of conflict of preference, seniority will govern. The vacation schedule will be posted by April 15th and shall not be altered without consent, in writing, of the Employee or Employees concerned and the Employer. The Employer retains the right to schedule vacations so as to always meet its staffing requirements. The Employer will respond to vacation requests other than those covered under 22.01 on a first come first serve basis and all such vacation requests shall be responded to by the supervisor within five (5) working days.

Employees who are on an approved leave of absence greater than 6 months will not be included during the vacation sign up period, with the exception of those who are on Pregnancy, Paternity and Adoption leave.

During the summer vacation period (July 1st-Labour Day), employees shall not take vacations which exceed a total of three (3) consecutive weeks' vacation.

- (c)
- i. Employees who have less than one (1) year's service will receive vacation pay in accordance with the Employment Standards Act of Ontario. Such Employees would (1) day of vacation per complete month of service, to a maximum of ten (10) days.
 - ii. Employees with more than one (1) year of service but less than three (3) years of service will be granted two (2) weeks vacation with pay at four percent (4%) of their total earnings;

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- iii. Employees with more than three (3) years of service, but less than eight (8) years of service will be granted three (3) weeks vacation with pay at six percent (6%) of their total earnings;
- iv. Employees with eight (8) years of service, but less than fifteen (15) years of service will be granted four (4) weeks vacation with pay at eight percent (8%) of their total earnings.
- v. Employees with fifteen (15) years of service or more will be granted five (5) weeks vacation pay at ten percent (10%) of their total earnings
- vi. Employees with twenty-three (23) years of service or more will be granted six (6) weeks vacation pay at twelve percent (12%) of their total earnings.

Effective in the 2016 vacation year employees with twenty-two (22) years of service or more will be granted six (6) weeks vacation pay at twelve percent (12%) of their total earnings.

- vii. Employees with twenty-eight (28) years of service or more will be granted seven (7) weeks vacation with pay at fourteen percent (14%).
- (d) Payment of vacation pay on termination of employment will be in the amount the employee is entitled to receive in accordance with the foregoing.
- (e) All normal deductions made from an Employee's pay will be made from the vacation pay. Vacation pay will be issued upon written request of the Employee using the appropriate form. Credited vacation pay can be paid in advance of the requested vacation period, upon request of the Employee, and with the approval of the Executive Director, provided the Employee make such a request using the appropriate form. If requested by the Employee and subject to the staffing requirements of the Home, the Employer shall endeavour, to schedule the Employee off for Saturday and Sunday prior to the commencement of the vacation period and the Saturday and Sunday off following the vacation period.
- (f) It is expected that the Employee will take at least two-(2) weeks' vacation time off. Vacation pay will be made by separate payment. Any change to the request for payment of vacation must be provided in writing to the Office Manager at least one (1) full pay period prior to the beginning of the requested vacation.
- (g) Part time employees with 4 or less weeks of vacation entitlement will be allowed to take up to 3 single days' vacation in any vacation year.
- (h) Part time employees with 5 or more weeks of vacation entitlement will be allowed to take up to 6 single days' vacation.

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- (i) Part time employees with 6 or more weeks of vacation entitlement will be allowed to take up to 9 single days' vacation.
- (j) Such single vacations days' allotment will be prorated for those part-time employees who work less than 6 days bi-weekly.

Article 23 Welfare Benefits

23.01 The Employer agrees to contribute towards the billed premiums in the indicated amount for the following benefits for each Employee in the active employ of the Employer, provided the balance of the monthly premiums are paid by the Employee through monthly payroll deductions:

An employee, who chooses to opt out of any Health and Welfare benefits outline in this Article, shall be entitled to enrol in the benefits under any one of the following conditions:

- i. A life changing event, such as divorce or death of a spouse;
- ii. When an employee transfers from a part time classification to a full-time classification.

In addition to the above, where an employee's spouse loses their benefits, an employee shall be entitled to enrol for Extended Health and Dental benefits only, provided that they do so within thirty-one (31) days from the date their spouse lost their benefits.

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

- (a) The Employer will pay seventy-five percent (75%) of premium for O.H.I.P. At either single or family rates, for any Employee requesting such benefit coverage, unless the benefit is otherwise available to the Employee through alternative sources at an equivalent rate of contribution.
- (b)
 - i. The Employer will pay seventy-five percent (75%) of the cost of the premiums and the Employees will pay twenty-five percent (25%) of the cost of the premiums necessary for enrolment in a Dental Care Insurance Plan, based on enrolment for a single Employee, equivalent to the Plan commonly known as the Ontario Blue Cross No.9, which reimbursement

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based on a one-year lag Ontario Dental Association fee schedule.

- ii. Dental plan to reflect Fluoride treatments will be covered only for persons under the aged of 18 years and reflect that;
 - iii. For persons 18 years and older, recall in on nine (9) month basis and reflect that;
 - iv. Bite-wing x-rays will be covered only every twenty-four (24) months for adults and nine (9) months for children
- (c) The Employer will pay one hundred percent (100%) of the cost of the premiums necessary to enrol Employees in the life insurance plan, with a basic benefit of \$30,000.00 accidental death and dismemberment, and for dependent life coverage, as currently identified.
- (d) Employees are eligible for family coverage under the specified benefit plans provided the Employee pays one hundred percent (100%) of the premium cost difference between the family coverage premium and the single Employee coverage premium.
- (e) The Employer will pay sixty percent (60%), or \$16.10 per month, whichever is greater, of the premium, and the Employee will pay the balance of the premiums necessary for enrolment in the Major Medical Plan. The deductible for the Major Medical Plan will be established at \$25/\$50 single/family. The EHC Plan includes purchase of hearing aides at \$500.00 per five (5) years.

Drug card, positive enrolment, \$1.00 co-payment per prescription to cover prescription drugs which by law must be prescribed by a licensed physician. Generic substitution unless specifically prescribed otherwise by the doctor. Elimination of Semi-private coverage. Add a cap on the dispensing fee of \$7.50 per script. No deductible or lifetime maximum for drugs.

- (f) The Vision Care Plan will be part of the Major Medical Plan.
The Vision Care plan will provide a benefit to a maximum of one hundred and eighty-five dollars (\$215.00) during any twenty-four (24) consecutive months per claimant. The \$215 can be used towards laser surgery. Eye exams will continue to be covered.

Effective November 1, 2017 increase vision benefit by another \$25.00 to be \$265.00/24 months

- 23.02 If an Employee, who is otherwise eligible for some or all of the Health and Welfare Benefits, is absent due to personal illness or injury or any type of leave of absence,

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the Employer will continue to make the appropriate premium contributions for the month during which such absence commences and for the subsequent calendar month.

Such Employee may elect to have their Health and Welfare Benefits continued without interruption for the duration of the absence provided the Employee pays one hundred percent (100%) of the premiums necessary for enrolment in the Health and Welfare Plans to the Employer by the first day of the month in which the premiums are due.

Benefits during WSIB/WCB Sick Leave, Paid Leave: The Employer shall continue to pay its share of the premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues her contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to twenty-four (24) months following the date of the injury.

23.03 Eligibility for and level of the benefits referred to in Article 23.01, shall be subject to and equivalent to the terms and conditions of the insurance policies presently in force. Any dispute as to entitlement to benefits under the plans provided is between the Employee and the insurer. The Employer agrees to use his best effort on behalf of the Employee where there is a dispute between the insurer and the Employee.

23.04 Sick Leave

Pay for sick leave for the sole and only purpose of protecting Employees against loss of income when they are legitimately ill, will be granted to part-time Employees, and accrued on the following basis:

Employees will accumulate a sick leave at the rate of:

One-half (1/2) day per month for the first three (3) years of seniority

(1) One day per month for Employees with more than three (3) years seniority to twelve years of seniority

(1.5) One and a half days per month for Employees with more than twelve (12) years seniority.

(a) To accumulate a sick leave credit for a calendar month, an Employee must:

Be employed for the entire month, and

Work at least one shift during the calendar month.

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For this purpose, a shift means a full shift of the same duration as that Employee normally works, and works means that the Employee attends the facility, and performs the duties they normally perform or other duties previously approved by the Employer, or meet the criteria of (b) or (c)

- (b) If any Employee is absent throughout an entire calendar month, and that absence is due exclusively to:
 - vacation
 - pregnancy leave and/or parental leave,then they will be considered to have met the criteria such that they accumulate a sick leave credit for the calendar month or months of absence.
- (c) Where an Employee is absent for an entire calendar month and that absence is due to a disability compensable under the Worker's Safety & Insurance Board, then where the disability was the sole reason for their absence during the entire month, they will be considered to have accumulated their sick leave credit for that month to a maximum of six (6) months per claim.
- (d) If any Employee is absent for an entire calendar month for any other reason, they do not accumulate sick leave credits for that month.
- (e) An Employee who absents herself from employment on account of personal illness shall receive sick pay benefits equal to the Employee's normal hourly rate for each day of personal illness that she was scheduled to work, the extent of her accumulated sick leave credits. It is understood and agreed that compensations under the Worker's Safety & Insurance Board shall not be charged against the accumulated sick leave.
- (f) In order to qualify for paid sick leave, an Employee must supply the Employer satisfactory proof of illness, if required to do so by the Employer, at or immediately after the illness is reported by the Employee to the Employer.

If the Employer requires a sick leave certificate and the Employee's doctor charges the Employee for such certificate outside of OHIP the Employer will pay for the certificate, or in the alternative, the Employer may require an Employee to attend an independent physician other than the Employee's own physician to provide a sick leave certificate. In such certificates the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

- (g) A maximum of twelve (12) unused sick leave credits which have accumulated during a calendar year, pursuant to the foregoing, will be paid to an Employee, who is still in the employ of the Employer, as a separate cheque or by direct deposit at the discretion of the Employer, on the first regular pay in the month of

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December. Notwithstanding the foregoing, an employee may bank unused sick leave accumulated pursuant to the foregoing to a maximum of seventy-five (75) days provided the Employee notifies the Employer in writing prior to November 15th of the intent to do so.

- (h) Upon termination, an Employee shall be paid fifty percent (50%) of their accumulated unused sick leave credits unless the Employee is discharge for just cause, in which case she will not be paid any accumulated sick leave credits.

23.05 Uniform Allowance

Employees who have completed the probationary period are eligible for the lump sum payment on the first pay of the year in order to purchase uniforms which they are required to wear while they are on duty.

The maximum reimbursement for any calendar year, for expenses incurred in that year, is eighty-one dollars and ninety cents.

- 23.06 Where an Employee fails to pay their share of any premiums, then the amount owing represents an offset against wages or vacation pay owed by the Employer. The Employer will provide an itemized breakdown of any amount claimed

- 23.07 It is agreed and understood that the Employer portion of any EI rebate shall be used to offset the cost of the benefits provided for in this Collective Agreement.

Article 24 Occupational Health & Safety

- 24.01 The Employer and the Union agree that insofar as it is applicable to its operation, it will abide by and follow the provision of the Occupational Health & Safety Act 1990.

Article 25 Health & Safety

- 25.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 25.02 A Joint Health and Safety Committee shall be constituted with representation of at least half by Employees from various bargaining units and of Employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons inspecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

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- 25.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the Employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of the government inspector and shall have the right to accompany her on her inspections. Scheduled time spend in all such activities shall be consider as time worked.
- 25.04 The Joint Health and Safety Committee and the representative thereof shall have reasonable access to the annual summary of data from the Workplace Safety & Insurance Board (WSIB) relating to the number of work accidents, fatalities, the number of lost workdays cases, the number of nonfatal cases that required medial aid without lost workdays, the incidence of occupational injuries and such other data as the Workplace Safety & Insurance Board may decide to disclose.
- 25.05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 25.06 There shall be two (2) co-chairs for the Committee: one selected by Employees by the various bargaining units and one selected by employees who are not represented by Unions and who do not exercise managerial functions.
- 25.07 Each year on April 28th at 11:00 am one minute of silence may be observed in memory of workers killed or injured on the job. The Union and Employer agree resident safety shall not be affected.
- 25.08 The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g. gloves, long sleeved gowns, masks, and goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment employees are obligated to comply with such recommendation(s).
- 25.09 Residents Having Serious Infectious Diseases

The Employer will use its best efforts to make all affected direct care Employees aware of residents who have serious infectious diseases, to the extent possible

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within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information. Employees who are not direct care Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all Employees are aware of the requirement to practice universal precautions in all circumstances.

25.10 The parties agree that if incidents involving aggressive client's action occur, such action will be recorded and reviewed by the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

25.11 Lockout and Machine Guarding

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

25.12 Injured Workers Provisions

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

25.13 Influenza

It is the policy of the Employer that all employees shall be required, on an annual basis, to be vaccinated for influenza and/or take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the employee fails to take the required medication, he or she may be placed on an unpaid leave of absence during any influenza outbreak in the home, until such time as the employee has been cleared by Public Health or the Employer to return to the work environment. The only exceptions to this would be:

- i. If an employee is pregnant; and
- ii. Upon written direction from the employee's physician for an employee for whom taking the medication will result in the employee being physically ill to the extent that he or she cannot attend work, in which case the employee will be entitled to use banked holidays or other banked lieu

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days, and thereafter vacation days, and thereafter leave without pay until such time as the employee has been cleared by Public Health or the Employer to return to the work environment.

If the employee gets sick as a reaction to the drug to the extent that he or she cannot attend work or has a severe allergic reaction and applies for WSIB the Employer will not oppose the application.

25.14 Staff Abuse

The parties agree that abuse of staff, including threatening behaviour, must be addressed.

There will be no reprisal for the good faith lodging of a complaint by a staff member about such abuse or the participation by a staff member in an investigation with respect to such complaint.

Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse.

The parties agree that the Long Term Care environment houses residents who, through no fault of their own, may exhibit aggressively abusive behaviour and actions that may be unwelcome to staff. In order to balance those behaviours to the benefit of both the residents and that staff, the parties agree to the following,

The parties agree that if incidents involving aggressive resident's action occur such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow, to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

If an employee is faced with abuse from a resident it may be necessary for the employee to leave the threatening situation and immediately notify his or her Supervisor who will assess the situation and give further direction.

It is agreed that no employee will be required to work one-on-one in a situation in which the actions of the resident at that time directly put the employee at risk of physical harm, until a satisfactory resolution has been reached.

Incidents of abusive and threatening behaviour by a resident will be documented on the resident's chart with a view to examine and modify care approaches and interventions by staff.

The parties understand that the Employer is required to make every effort to

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provide appropriate care to residents who are abusive before it makes any representation for psychiatric intervention.

Notwithstanding the foregoing, the employee is required to consider the safety of the resident before disengaging or withholding care on a one-on-one basis.

25.15 Joint Return to Work

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

Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries

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

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

25.16 Violence against Women.

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

25.17 Harassment Policy in Respect to UNIFOR Members

1. Policy - Harassment prohibited by the Ontario Rights Code including sexual harassment is offensive, degrading and threatening. The Employer and Unifor do not tolerate any form of prohibited harassment. This letter applies to

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circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. What is Harassment? - For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Human Rights Code. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every Employee has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap.
3. Responsibilities

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

All staff members, volunteers, and persons with practising privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.

The Employer and Unifor will jointly investigate all complaints. The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor.

All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

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

- Name-calling
- Racial slurs or jokes
- Mimicking a person's accent or mannerisms
- Offensive posters or pictures on paper
- Repeated sexual remarks
- Physical contact that could be perceived as degrading
- Sexual flirtation, advances, propositions.
- Leering
- Comments about a person's sex life
- Innuendo, gestures or taunting about a person's body, disability, attire or gender.

4. The pursuit of frivolous allegations through this complaint procedure has

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detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

Procedure:

The Employer and Unifor are responsible for advising a complainant when this policy applies; providing education regarding harassment, clarifying options available, identifying and assisting complainants in obtaining counselling, facilitating in the resolution process and informing the complainant of his or her rights to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the Criminal Code. In addition, the Employer and Unifor will inform the complainant that he or she has the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and Unifor.

They may be either verbal or in written form. The Employer and Unifor will document the complaint and the individual will be informed of his/her rights.

The Employer will bring the matter to the attention of the person alleged to be responsible for the conduct of harassment and will attempt to resolve the matter informally.

If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.

The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.

An internal resolution will be attempted between the complainant and the respondent by the Employer and Unifor.

Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.

The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.

At the conclusion of this step the complaint, if unresolved by the complainant will be inserted into step two of the grievance procedure for resolution.

In the event that the complaint is not resolved in step two of the grievance

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procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.

The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

Article 26 Pension Plan

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

- (a) "Plan" means The Nursing Homes and Related Industries Pension Plan, being a multi-employer plan. "Applicable Wages" means the basic straight time wages for all hours worked, including:
- i. the straight time component of hours worked on a holiday;
 - ii. Holiday pay, for the hours not worked; and
 - iii. vacation pay

All other payments, premiums, allowance etc. are excluded.

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

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

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

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

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

- It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's

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obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

26.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990,CH P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

- Such information shall be provided only on enrolment of an employee or with monthly remittances. Any additional information request beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

-For further specificity, the items required for each eligible employee by article 26.05 of the agreement are:

To be provided once only at Plan commencement:

- Date of hire - Date of birth - Date of first Remittance
- Seniority list (for the purpose of calculations past service credit)

To be provided with each Remittance:

- Name - Monthly Remittance - Pensionable Earnings

To be provided once, and if status changes:

Address as provided to the Home
Termination date when applicable

To be provided once if they are readily available

- Gender - Marital status

Where Legislation or the Plan prohibits an employee from contributing to NHRIPP

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because of age, an amount equivalent to the deductions in Article 26.02 will be added to the employee's wages.

Article 27 Inter-Home Job Posting Applications

27.01 The Employer agrees that an Employee of a different Revera facility (listed in schedule X below) who is a member of a bargaining unit for which the Unifor is the recognized bargaining agent may apply for a job posting at: Hallowell House, at her own expense, subject to the following conditions:

- (a) Said Employee shall provide the management of Hallowell House a written request for a job application. Such written request shall constitute an application for a job posting at Hallowell House and shall exist for a period of one calendar year from the date it is actually received by Hallowell House. The application shall include the Employee's position(s) at the facility she is working at the time of the application and her qualifications and the position for which she is applying.
- (b) Subject to clause (d) below, the parties agree to recognize the Employee's seniority which the Employee has at the facility at which she is working at the time the decision is made by the Employer about the job posting. In the event the Employee who made the written request is the successful applicant for the job posting, then:

The Employer will recognize the seniority and years of service of the employee at the facility in which she is working at the time of the hiring at: put the name of facility she came from on schedule X.

The employee will otherwise be subject to the terms of the Collective Agreement between Unifor and the name of the facility she came from. The Employee will be deemed to have quit at the facility she is leaving to accept the job posting at Hallowell House.

Notwithstanding the foregoing, an Employee will not be entitled to receive more vacation than she would otherwise have if she had not accepted the position at Hallowell House.

- (c) In the event the Employee who applied for the job posting according to the above is terminated with cause after being offered the posted position but before commencing to work at Hallowell House, then the offer of employment will be deemed to be a nullity and the job will be offered to the employee who next would have been offered the job, if any.

Any grievance about such a termination shall be made according to the terms of

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the Collective Agreement in effect at the facility in which the Employee was working at the time of the discharge. Any grievance about the job posting at Hallowell House shall be made according to the terms of this Collective Agreement.

(d) Notwithstanding the foregoing:

1. In the event an Employee from the Hallowell House in Picton applies for a posting according to the above at a different facility listed in Schedule X
- or**
2. In the event an Employee from Schedule X applies for a posting according to the above at Hallowell House in Picton.

Her seniority will not be counted at the time the decision is made about filling the position and in the event she is the successful applicant, she will commence employment without seniority but with years of service and not subject to a probationary period.

Schedule X

Revera Long Term Care Inc. operating as Dover Cliffs Long Term Care Centre

Revera Long Term Care Inc. operating as BayWoods Place

Revera Long Term Care Inc. operating as McGarrell Place

Revera Long Term Care Inc. operating as Elmwood Place

Revera Long Term Care Inc. operating as Carlingview Manor

Revera Long Term Care Inc. operating as Hallowell House

Article 28 - Renewal Amendment & Termination

28.01

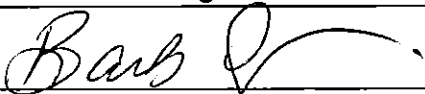
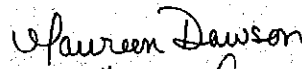
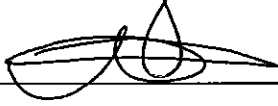
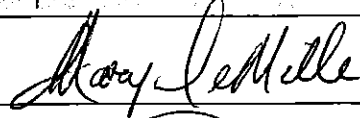

- (a) This agreement shall be effective from the first day of November 2019 and shall continue in effect until October 31, 2022
- (b) In the event of such notification being given as to the amendment of this Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification or at a time mutually agreed by the parties. In the event either of the parties wishing to amend the Agreement must submit to the other party, their proposed amendments within ten (10) days prior to the first meetings that the other party may have the opportunity to prepare the necessary information to discuss such amendment.

Part Time Collective Agreement

Dated and signed on the 19 day of February, 2021.

For Revera Long Term Care Inc

For Unifor, Union

Part Time Collective Agreement

Schedule "A" Wage Rates and Classifications

Notes:

- 1) It is agreed that any retroactive payment negotiated or awarded will only be payable to those employees employed on the date of ratification and/or the date of the interest arbitration award based on hours paid. Despite the foregoing, employees who legitimately retired, regardless of the time frame, or employees who voluntarily left their employment within sixty (60) calendar days of the date of ratification and/or the date of the interest arbitration award will also be eligible for the retroactive payment. **Retroactive pay shall be paid as per the collective agreement within four (4) pay periods from the date of ratification.**
- 2) Amend Wage Grid to two (2) decimal points, from the current three (3) Increase wages effective November 1, 2019 1.5% and effective November 1, 2020 another 1.5% and effective November 1, 2021 another 1.5%
- 3) The parties agree to recognize the Personal Support Worker educational accreditation as equivalent to the Health Care Aide Course.
- 4) Gentle Care Aide holding HCA/PSW certificate or higher shall be paid as HCA/PSW.
- 5) Restorative Care Aide holding HCA/PSW certificate or higher shall be paid as HCA/PSW.
- 6) Activity Aide holding HCA/PSW certificate or higher shall be paid as HCA/PSW.
- 7) When an RPN works as a HCA/PSW she will be paid at her appropriate level according to service

Part Time Collective Agreement

Wages

Classification		Nov 1/2019	Nov 1/2020	Nov 1/2021	
		1.5%	1.5%	1.5%	
RPN	Probation	25.34	25.72	26.11	
	375 hrs	25.57	25.95	26.34	
	1800 hrs	26.78	27.18	27.59	
	3600 hrs	27.06	27.47	27.88	
	Aides				
Housekeeping Laundry Dietary, Restorative Gentle Care Activity	Probation	19.35	19.64	19.93	
	375 hrs	19.57	19.86	20.16	
	900 hrs	20.62	20.93	21.24	
	1800 hrs	20.81	21.12	21.44	
	3600 hr	21.50	21.82	22.15	
	NURSES AIDES				
	Probation	19.35	19.64	19.93	
	375 hrs	19.57	19.86	20.16	
	900 hrs	20.62	20.93	21.24	
	1800 hrs	20.81	21.12	21.44	
	3600 hrs	21.50	21.82	22.15	
HCA/PSW					
HCA/PSW	Probation	19.73	20.03	20.33	
	375 hrs	19.97	20.27	20.57	
	900 hrs	20.92	21.23	21.55	
	1800 hrs	21.21	21.53	21.85	
	3600 hrs	21.88	22.21	22.54	
COOKS					
COOK	Probation	21.05	21.37	21.69	
	375 hrs	21.28	21.60	21.92	
	900 hrs	22.29	22.62	22.96	
	1800 hrs	22.58	22.92	23.26	
	3600 hrs	23.06	23.41	23.76	
STUDENTS < 18 years of age					
<18 years of age	Probation	14.00	14.25	14.46	
	After 50 shifts	14.09	14.50	14.72	
STUDENTS > 18 years of age					
>18 years of age	Probation		15.25	15.48	
	After 50 shifts		15.50	15.73	

Part Time Collective Agreement

THIS PAGE WILL ACKNOWLEDGE THE AGREEMENT OF THE AFOREMENTION LETTERS
WILL ATTACH FORM PART OF THE COLLECTIVE AGREEMENT

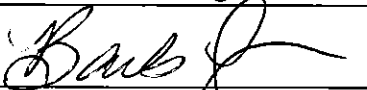
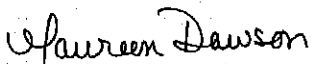
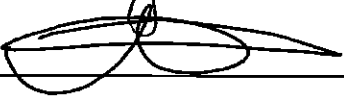
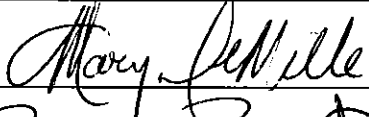
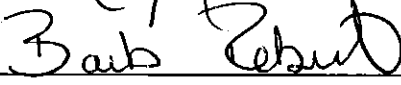
The parties hereto agree to:

- Master letter number 1 Letter of Understanding regarding No discrimination/Harassment/Bullying
- Master letter number 2 Letter of Understanding regarding RAI Results
- Master letter number 3 Letter of Understanding regarding Greenshield
- Master letter number 4 Letter of Understanding regarding Closure to avoid the Union
- Master letter number 5 Letter of Understanding regarding Investigation of alleged Resident Abuse
- Master letter number 6 Letter of Understanding regarding Women's Advocate
- Master letter number 7 Letter of Understanding regarding Workload Review and workload review form

AS WELL AS

- Local letter of Understanding number 1 regarding working less than 45 hours
- Local letter of Understanding number 2 regarding students
- Local letter of Understanding number 3 regarding Pay Equity
- Local letter of Understanding number 4 regarding Mandatory Education
- Local letter of Understanding number 5 regarding Mental Health
- Local letter of Understanding number 6 regarding Resident Abuse
- Local letter of Understanding number 7 regarding 12 hour shifts PSW

Dated and signed on the 19 day of February, 2021.

For Revera Long Term Care Inc	For Unifor, Union
	
	
	

Part Time Collective Agreement

MASTER LETTER NUMBER ONE: Re: No Discrimination/Harassment/Bullying

The Employer and the Union agree that there shall be no discrimination, interference, restraint, or coercion exercised or practised by either of them or by any of their representatives, with respect to any Employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partner status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.

The Employer and Union agree that there shall be no harassment in the workplace by the Employer, agent of the Employer or by another Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.

The Employer and the Union agree that there shall be no bullying in the workplace. Bullying is defined as repeated, persistent, continuous behaviour as opposed to a single negative act. Bullying may also be known as mobbing, abuse, workplace aggression, violence, victimization, and social undermining.

Where the term 'spouse' or 'partner' is used in this Agreement shall mean a person to whom an Employee is married, or with whom the Employee is living in a conjugal relationship of at least one year in duration, including person of the same or opposite sex.

The Employer and Unifor are committed to providing a positive environment for Employees. All Employees have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment as provided therein.

The parties agree to abide by the Ontario Human Rights Code.

The Employer and the Union each agree not to interfere with, restrain, coerce or discriminate against Employees with respect to union membership or participation in lawful union activities.

MASTER LETTER NUMBER TWO Re: RAI RESULTS

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual RAI results. The Employer agrees to provide the Union with staffing levels, the impact of related payroll costs and a written notice of the RAI results for the facility.

The purpose of this meeting is to discuss the impact of the RAI changes on the staffing of the facility and provide the union with an opportunity to make representation in that

Part Time Collective Agreement

regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

MASTER LETTER NUMBER THREE Re: Greenshield

In the event the Employer considers changing the carrier of health and welfare benefits in place as of the "date of ratification" Greenshield will be invited to submit a proposal

MASTER LETTER NUMBER FOUR Re: CLOSURE TO AVOID THE UNION LANGUAGE

The Employer agrees to not close an existing home and open another in an attempt to avoid the Union during the term of this Collective Agreement.

MASTER LETTER NUMBER FIVE Re: Investigation of Alleged Resident Abuse

The parties agree that the abuse of residents will not be tolerated and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of alleged abuse. Where an employee is required to leave the workplace while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence.

The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Union Committee person is not present, the Union Committee person will be advised not later than the next business day.

All investigations will be completed as quickly as possible. Where an interview of an employee witness is conducted by the employer, the employee witness may request that a Union Committee person be present.

Furthermore, the parties will work to ensure there is no retribution when an employee report the abuse of a resident by another employee, The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

Part Time Collective Agreement

MASTER LETTER NUMBER SIX Re: 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 counsellors 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. The Advocate and/or Management will make themselves available to female employee's as needed to discuss problems with them and access local services and supports as required.

The name of the Advocate will be posted on the Union bulletin board. The employer agrees to provide a provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the woman's advocate.

MASTER LETTER NUMBER SEVEN Re: Workload Review

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

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

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

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

Implementation of Workload Review Form attached hereto as Appendix A.

Part Time Collective Agreement

Appendix A - Workload Review Form

Unifor WORKLOAD REVIEW FORM	Unifor
represented staff members are to complete all sections and forward copies to the Unit Chairperson as soon as possible.	
Name (print) & Classification:	
Signature:	
Occurrence Date:	Time:
Workplace:	Unit:
Brief Description of Workload Concern:	
Recommendation to Resolve:	
Name/Title of Unifor Representative Notified:	
Date/Time of Notification:	
A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.	

Part Time Collective Agreement

LOCAL LETTER No. 1 re: Part-Time Employees Working Less Than 45 hours

Whereas the parties to this Collective Agreement recognize that circumstances arise in which it is desirable or appropriate that a person classified as a part-time employee may work less than 45 hours per pay period, and whereas to allow for these circumstances, the parties agree to the following:

This Agreement applies where a part-time employee makes written request to work less than 45 hours per bi-weekly pay period, and where the Employer grants such requests the employee will continue to be considered as a part time employee and be eligible to continue to receive benefits as follows:

For the dental benefits, the Employer currently pays 75% of the cost. The Employer will pay according to the following schedule:

- 37.5 to 44 hours worked - 70%
- 30 to 37 hours worked - 65%
- 22.5 to 29 hours worked - 60%

For the major medical plan, the Employer currently pays 60%. The Employer will pay according to the following schedule:

- 37.5 to 44 hours worked - 55%
- 30 to 37 hours worked - 50%
- 22.5 to 29 hours worked - 45%

For sick leave earnings, the Employer currently pays 100%. The Employer will pay according to the following schedule:

- 37.5 to 44 hours worked - 90%
- 30 to 37 hours worked - 80%
- 22.5 to 29 hours worked - 70%

Where an employee has elected to work less than 45 hours bi-weekly, they must remain in the position for at least one year. The Employer has the unrestricted right to waive the requirement where the employee wishes to return to 45 hours, and the Employer concludes it is in the Employer's interest. After one year, the employee can return to 45 hours upon request and consistent with the scheduling requirement of this Agreement. If the position becomes vacant, it is re-posted as a 45 hour bi-weekly position.

Part Time Collective Agreement

LOCAL LETTER No. 2 re: Regarding Students

1. A student is normally a person in regular attendance at a high school (as the term is normally understood). This definition includes a person who has graduated during the 90 days following the last day attended. A person continues as a student during recognized school holidays or vacations.
2. Once a student is over the age of 18, they will be eligible to retain seniority. If qualified, the employee may apply to available positions within the bargaining unit and would be paid at the applicable rates of that classification based on their seniority.

A gap student or college student can be hired or continue working in their current student role.

3. Students receive no other benefit or compensation unless that entitlement arises under legislation.
4. Students will be employed to a maximum of 20 hrs, in total per day.
5. Student Positions are not posted.
6. Student(s) will be paid as per schedule "A"

LOCAL LETTER No. 3 re: Pay Equity

The Employer and the Union agree to meet as soon as reasonably possible after ratification to discuss the obligation and responsibility (if any) of maintaining the pay equity plan for all employees represented by the Union and employed by the Employer.

These discussions will include:

- A review of recent Tribunal precedents relating to maintenance of Proxy Pay Equity Plans
- A review of a potential GNCS to evaluate jobs
- A consideration of including other Unifor bargaining units which have the same original Proxy Pay Equity Plan in any process and the results of such process.

LOCAL LETTER No. 4 re: Mandatory Education

In class and booklet mandatory Education must be completed annually by each employee. Education must be completed, and documentation returned to the Staff Educator or designate by identified due date. It is understood that employees will not be able to work until such education has been completed and documentation

Part Time Collective Agreement

submitted. This provision also applies to new hires and employees returning to work who have been on a leave of absence of any kind for a period greater than twelve (12) months. It is further agreed that this letter of understanding will cease upon the expiry of the collective agreement unless renewed by the parties.

LOCAL LETTER No. 5 re: Mental Health

The parties agree that a psychologically healthy work environment is a desirable objective for both the Home and its employees.

The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

LOCAL LETTER No. 6 re: Resident Abuse

The Employer will provide each employee at time of hire with a copy of its current resident abuse policy and will be available to answer any questions the employee may have about the policy. Such employees shall be required to read the policy provided and sign that they have the policy and have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer will provide an in-service in each calendar year with respect to the resident abuse policy current at the time of the in-service and will be available to answer any questions the employee may have about the in-service. The Employer shall provide the employees at the in-service a copy of the current resident abuse policy. Employees who attend such in-service outside their regular working hours will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

Nothing herein interferes with the right of the Employer to introduce an amended resident abuse policy at any time. The Employer shall provide an in-service about such amendment and will provide the employees with a copy of the amendment.

Employees, who attend such in-service outside their regular working hours as may be required by the Employer, will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer and the Union understand and agree that every person has a positive obligation under the Nursing Homes Act to report forthwith resident abuse or suspicion of abuse and the information upon which it is based without fear of reprisal.

LOCAL LETTER No. 7 re: Hybrid PSW Schedules (mix of 8 & 12 hour shifts)

Whereas the Employer the Union have decided that it is feasible for the PSW staff to do 12-hour shifts, the parties therefore agree as follows:

- 1) Where an Employee is working an 11.25 consecutive hour shift it will include 45 minutes of unpaid mealtime and will be referred to as a 12-hr shift**
- 2) Employees will not be scheduled more than 75 hours bi-weekly, meaning that a hybrid schedule would be in effect combining 12 hours and 8-hour shifts**
- 3) Employees will receive payment for bereavement leave based on scheduled hours for each day of the leave provisions as outlined in Article 20.02. For example, if an employee is scheduled to work a 12-hour shift, payment for the bereavement leave would be 11.25 hours and if the employee was scheduled to work an 8-hour shift payment for the bereavement leave would be 7.5 hours**
- 4) Shift and weekend premiums will continue to be paid for the same hours as applied to 7.5 hours. Therefore, a 12-hour day shift will receive shift premium from 2pm until 6pm**
- 5) Overtime premium will be applied for all hours paid in excess of 11.25 hours paid per day or 75 hours bi-weekly. On days that staff are paid for 7.5 hours, and are asked to stay longer, they will be paid overtime for all hours over 7.5 hours paid**
- 6) Sick pay will accumulate on the basis of one day equals 7.5 hours as outlined in the Article 23.04. Sick leave pay will be paid out based on the length of shift scheduled on the sick day and according to the number of hours the employee has remaining in their sick bank.**
- 7) Statutory Holiday pay will continue to be paid as per the collective agreement. Specifically, employees will be paid at time and one-half for all hours worked on the statutory holiday. Statutory holiday pay will be at 7.5 hours paid or banked, for full-time staff. Part-time staff will be paid in holiday pay in accordance with Article 21 and casual staff will be paid in accordance with Article 19.04 (d) If a person is scheduled 11.25 hours on a stat and they want the day off they may request so and would receive their 7.5 hour stat**
- 8) Vacation days for employees doing 12 hour shifts will be 1.5 days as opposed to those who do 7.5 it would be one day**

Part Time Collective Agreement

- 9) **Call-ins will continue to be done in order for seniority per the collective agreement in Article 19.13, but for a 12 hour shift the Employee has the choice of accepting the full 12 hour shift or an 8 hour shift for the day shift and the night shift. The remainder of the shift will then be offered by seniority.**
- 10) **Employees that were hired prior to the trial in 2018 will not be subjected to 11.25 hour shifts unless they apply for a position that is posted as such**
- 11) **Employees who are scheduled for a night shift on the Friday before their vacation may submit for a stat day (provided they have one banked) or available individual vacation day(s) and will be not be unreasonably denied.**
- 12) **The Hybrid Schedule may be cancelled by either party on giving six (6) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation. Hybrid Tours may be discontinued by the Union when there is not significant interest by the Employees to continue.**

