COLLECTIVE AGREEMENT

BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

(Hereinafter referred to as the "Employer")

- and-

UNIFOR AND IT'S LOCAL 504

(Hereinafter referred to as the "Union")

Effective: November 1, 2019

Expires: October 31, 2022



GW/kwcope343

Documents/504Units/Healthcare/ReveraLiving/BaywoodsPlace March 10, 2021

COLLECTIVE AGREEMENT

BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

(Hereinafter referred to as the "Employer")

OF THE FIRST PART:

- and-

UNIFOR AND IT'S LOCAL 504

(Hereinafter referred to as the "Union")

OF THE SECOND PART:

WHEREAS the Union has been certified by The Ontario Labour Relations Board as the certified bargaining agent of the employees of the Employer in the bargaining unit described as follows, namely:

All employees of Baywoods Place, Main Street, Hamilton (save and except Ancaster and Stoney Creek),in the Regional Municipality of Hamilton Wentworth, save and except registered nurses, supervisors, persons regularly employed for less than twenty-two and one half (221/2) hours per week and students employed during the school vacation period

GW/kwcope343

Documents/504Units/Healthcare/ReveraLiving/BaywoodsPlace March 10, 2021

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# ARTICLE 1- PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and those certain classifications of employees represented by the Union. This Agreement will not interfere with the successful operation of Baywoods Place, Main Street, Hamilton, as a public service institution intended to provide accommodation for elderly people, pursuant to the provisions of The Nursing Home Act and/or other requisite legislation.

# ARTICLE 2 - DEFINITIONS

* 1. "Employee" shall mean only such persons coming within the scope of the bargaining unit hereinbefore recited.
  2. "Steward" shall mean an employee of the Employer duly accredited as such by the Union. 2.03 "Executive Director" shall mean the Executive Director of the Employer at the Lodge.

# 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.

# ARTICLE 3 - RECOGNITION

* 1. (a) The Employer recognizes the Union, for the duration of this Agreement, as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for the employees of the Employer at the City of Hamilton (save and except Ancaster and Stoney Creek) in the Regional Municipality of Hamilton-Wentworth in the Regional Municipality of Hamilton-Wentworth, that may from time to time come within the scope of the certificate of certification for the former Beacon Hill Lodge.

1. The Employer also recognizes the Union as the sole, collective bargaining agent for its RPN'S, HCA's, PSW's and program support workers in Baywoods Place, Main Street, Hamilton in the Regional Municipality of Hamilton-Wentworth.
2. 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.
   1. The Employer undertakes that it will not enter into any other agreement or contract with the employees described in the above-recited bargaining unit and represented by the Union, either individually or collectively, which will conflict with the provisions of this Agreement.

# ARTICLE 4 - NO BULLYING/DISCRIMINATION /HARASSMENT

* 1. The Employer and Union agree that there shall be no discrimination, interference, restraint, or coercion exercised or practiced 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 partnership status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.
  2. 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, same-sex partnership status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.
  3. The Employer and the Union agrees 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.
  4. Where the term "spouse" or "partner" as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.
  5. 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 herein.
  6. The parties agree to abide by the Ontario Human Rights Code.
  7. 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.

# ARTICLE 5 - UNION SECURITY

* 1. The Employer agrees that it will deduct union dues bi-weekly 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-Canada at the following address:

UNIFOR-Canada, Attention: Lana Payne, Secretary-Treasurer 205 Placer Court, Toronto, Ontario M2H 3H9

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

* 1. The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement.
  2. The Employer will provide to the Union Chairperson a listing of the names, addresses and classification of employees in the bargaining unit. On a monthly basis, the Employer will provide

a listing of all new hires, the names of employees who have terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer, including Weekly Indemnity.

* 1. The Employer shall show deductions made for Union dues on an employee's T4 slip.

# ARTICLE 6 - NO STRIKE OR LOCKOUT

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be defined in The Labour Relations Act, R.S.O. 1983, Chapter 42 as amended.

# ARTICLE 7 - CONTRACTING OUT

7.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

# ARTICLE 8 - WORK OF BARGAINING UNIT

* 1. 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:
     1. In an emergency.
     2. When qualified employees are not readily available.
     3. On experimental work.
     4. In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.
  2. So long as a full-time position exists, there will be no splitting of that position into two or more part-time positions without agreement of the Union, such agreement not to be unreasonably withheld.
  3. 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 9 - RESERVATION OF THE HOME MANAGEMENT FUNCTION

* 1. Rights of the Employer: The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
     1. To maintain order, discipline and efficiency, to decide on the number of employees needed by the Employer at any time; and to decide the use of improved or changed methods and equipment; to establish and enforce reasonable rules and regulations governing the conduct of employees, where such rules will be posted on the Employee Bulletin Board with copies supplied to the Union Committee. The Employer reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Board with copies supplied to the local Union Office. The local Union shall have the right to make representation before any rule is amended or any rule is introduced.
     2. To hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely in the discretion, on a rational basis, of the Employer.

# ARTICLE 10 - UNION REPRESENTATION

* 1. The Employer acknowledges the right of the Union to appoint, elect or select:
     1. Four (4) employees to form a Negotiating Committee to represent employees in the negotiations and renewals of Collective Agreements of which two (2) will attend Central Negotiations, should they occur; and 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.
     2. Not more than six (6) employees from different departments or shifts of the Employer to form a Grievance Committee to assist employees in presenting their grievances, each member shall be an elected or selected Union Representative. The Committee shall consist of a Unit Chairperson, two (2) Committeeperson and three (3) Union Stewards, all of whom will have completed their probationary period.
  2. The Union acknowledges that the members of the Negotiating Committee and the members of the Grievance Committee, including the 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 this 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.

* 1. The name of each of the Negotiating and Grievance Committee members, including the Unit Chairperson, shall be given to the Employer in writing and the Employer shall not be required to recognize any such representative until it has been so notified. The Employer will provide the Union with a list of the names of its Supervisors.
  2. The Union Negotiating Committee and Grievance Committee have the right to have the assistance of the National or Local Representative of the Union.
  3. It is mutually agreed that arrangements will be made for the Union National or Local Representative 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. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for such interview, the duration of which shall not exceed fifteen (15) minutes.

* 1. 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.
  2. 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.

Where the bargaining committee member is on a 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.

* 1. 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:

* + 1. 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.
    2. 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.
  1. When the Employer calls a meeting for the purpose of disciplining an employee, for which such disciplinary action is to be recorded in the employee's personnel file, the employee subject to such disciplinary action, shall have the right to the presence of a member of the Union Grievance Committee. A copy of the discipline shall be provided to the Unit Chairperson. The Employer further agrees to provide a copy as a courtesy to the Local Union Office; failure to do so will not void the discipline.

10.10 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 11 - GRIEVANCE PROCEDURE

* 1. Grievances shall be defined as any matter arising out of this Agreement, or concerning the interpretation, application, administration or alleged violation of this Agreement.
  2. It is understood that the affected employee may have the assistance of a Union Committee Person at any stage of the grievance procedure.
  3. Any time limits referred to in this Article and/or Article 17 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.
  4. 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 written 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.

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 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 17.

# 11:05 Where the Employer is investigating a complaint that may lead to discipline, a Union representative may be present at the meeting of the employee to whom the complaint has been lodged against and the employee whom has lodging the complaint t should so such employee so request

# ARTICLE 12 - SUSPENSION AND DISCHARGE CASES

* 1. 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 of 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 five (5) days after it is lodged and failing settlement, within ten (10) days following the final decision of the Executive Director, be referred to Arbitration.
  2. Such grievance may be settled by:
     1. Confirming the Employer's action in suspending or dismissing the Employee; or
     2. Reinstating the Employee with full compensation for the time lost; or
     3. Other arrangement which is just in the opinion of the conferring parties or the Arbitrator, if appointed.

# ARTICLE 13 - UNION POLICY GRIEVANCE

13.01 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.

# ARTICLE 14 - GROUP GRIEVANCE

14.01 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.

# ARTICLE 15 - EMPLOYER GRIEVANCE

15.01 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.

# ARTICLE 16 - WITNESSES & INSPECTION

* 1. At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Lodge to view any working conditions which may be relevant to the settlement of the grievance cost to be born by respective parties.
  2. Access to Personnel File: Having provided a written request to the Executive Director at least one 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.

* 1. Grievance Mediation
     1. 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.
     2. Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
     3. 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.
     4. The parties shall agree on a mediator.
     5. 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.
     6. If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
     7. The Mediator will have the authority to meet separately with either party.
     8. 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.
     9. The Union and Employer will share the cost of the Mediator, if any.

# ARTICLE 17 - ARBITRATION

* 1. 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.
  2. The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.
  3. 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.
  4. 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.
  5. 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.
  6. 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.
  7. 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.

* 1. 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.
  2. 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, unless mutually agreed to by the parties.

17.10 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 procedures may be extended by mutual agreement, in writing between the Employer and the Union.

# ARTICLE 18 - PROBATIONARY PERIOD AND SENIORITY

* 1. New employees of, the Employer shall be considered probationary employees until they have successfully completed a probationary period of four hundred and fifty (450) hours worked for all employees hired post ratification date, which would include days not worked but paid for by the Employer. Upon completion of the probation period, continuous service, for the purposes of this Agreement, shall date from the original date of hire.
  2. It is a condition of this Agreement that the discharge or layoff of a probationary employee or employees during the said probationary period shall not be the subject matter of a grievance herein. The discharge of a probationary employee shall be at the sole discretion, on a rational basis, of the Employer.
  3. Effect of Absence: Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:
     1. It is understood that during an approved absence not paid by the employer not exceeding thirty

(30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.

* + 1. During an absence not paid by the employer exceeding thirty (30) continuous calendar days other than an absence under the pregnancy, parental and adoptive provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly, In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
    2. It is further understood that during such leave of absence, not paid by the employer, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in

W.S.I.B. benefits.

* + 1. Benefits/Workplace Safety and Insurance Board, Paid Leave: The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or W.S.I.B. if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on W.S.I.B, shall continue for up to twenty-four (24) months following the date of the injury.
    2. For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.
  1. For the purpose of this Agreement seniority shall be the length of employment based on the actual number of hours worked and effective date of ratification plus the number of scheduled hours lost due to disability. In the event the absence continues beyond the period for which the employee was scheduled, the amount to be credited shall be the amount used when the employee was first absent. Subject to the Human Rights Code nothing, herein interferes with the right of the Employer to discontinue the seniority of the employee and deem the employment terminated and nothing herein interferes with the right of the employee to grieve such action.

For the purpose of this Agreement, service shall be the length of employment based on the actual number of hours worked.

# ARTICLE 19 - SENIORITY LISTS

* 1. The Employer shall post on the Union bulletin board and supply **to** the Local Union office and Unit Chairperson a full time and part time seniority list in February, April, August and November (or such other months as mutually agreed) of each year listing, alphabetically, the employees' names, classifications and their seniority.
     1. Seniority List for full time employees should be posted by date of hire; and
     2. Seniority List for part time employees should be posted by hours.

# ARTICLE 20 - LOSS OF SENIORITY AND TERMINATION OF SERVICE

* 1. An employee shall lose all seniority and her employment shall be deemed to be terminated if she:
     1. Voluntarily resigns or retires; or
     2. Is discharged for just cause and is not reinstated by the grievance or arbitration procedure; or
     3. 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
     4. Is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
     5. Is absent from work for more than thirty-six (36) months by reason of lay-off; or
     6. 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
     7. 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
     8. 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.

NEW (i) 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.

* + - 1. 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.
      2. The Union and the Employer agree to abide by the Ontario Human Rights Code.
  1. Every employee shall give two (2) weeks' notice of termination of employment.
  2. The Employer shall give notice of termination of Employment to all employees in accordance with the Employment Standards Legislation in the Province of Ontario, as amended in Article 21 below except in cases of dismissal for cause or termination of employment during an employee's probationary period.
  3. Any notice to an employee under this Agreement may be given personally in writing or by prepaid registered mail or courier addressed to the employee at her last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given three (3) business days after being delivered to the postal authorities or when personally received when delivered by the Employer or by courier.
  4. The Employer will notify the employee when his or her benefits will cease.

# ARTICLE 21 - LAYOFFS & RECALLS

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

A lay-off shall include a permanent or long-term reduction of hours in an employee's regularly scheduled hours of work.

* 1. In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended to provide notice to the affected employee as follows:
     1. Nine weeks’ notice in writing to the employee if her period of employment is nine years or more but less than ten years;
     2. Ten weeks’ notice in writing to the employee if her period of employment is ten years or more but less than eleven years;
     3. Eleven weeks’ notice in writing to the employee if her period of employment is eleven years or more but less then twelve years;
     4. Twelve weeks’ notice in writing to the employee if her period of employment is twelve years or more.

Lay-Off Procedure:

* 1. (a) In the event of a lay-off, the Employer shall layoff employees in the reverse order of their seniority within their classification, and within their full-time or part-time unit, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

1. An employee who is subject to lay-off shall have the right to either:
   1. Accept the lay-off; or
   2. Displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

NOTE: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1 % of the laid-off employee's straight time hourly wage rate.

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

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

Recall Rights:

* 1. (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the job, after such opening is filled on a regular basis under the job posting procedure. In the event a full- time employee suffers a reduction of hours as a result of layoffs and to part-time status, and a full-time position becomes available, the fulltime employee has the first right of acceptance of the full-time position available before any part-time employee is recalled from lay-off. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

1. An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
2. No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable or unqualified to perform the work available.
3. It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the

second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

1. Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
2. A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.

Benefits on Layoff:

* 1. In the event of a lay-off provided the employee deposits with the Employer her share of insured benefits for the succeeding month (save for weekly indemnity for which laid-off employees are not eligible) the Employer shall pay its share of the insured benefits premium for a period up to three (3) months from the end of the month in which the layoff occurs, or until the laid-off employee is employed elsewhere, whichever comes first.
  2. For purposes of a layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, 1 year full-time seniority = 1800 hours part-time seniority.

# ARTICLE 22 -TRANSFERS

* 1. Temporary Transfer:

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, she shall be paid the rate in the higher salary range immediately above her current rate for all hours worked in the assignment.

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.

Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance in (b) will apply to an RPN who is designated to be in charge of the building.

* 1. (a) If an employee is transferred or reclassified to a higher rated job group, he shall receive the rate immediately above the rate of his prior job in the salary range of the job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

(b) Employees transferring to a lower paid classification shall receive the rate of pay applicable to their corporate seniority in the lower classification.

* 1. When an employee transfers from the full-time bargaining unit to part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part- time status and converted to seniority in terms of one (1) year equals 1800 hours.
  2. Employees transferring under the provisions of Article 22.03 shall not be entitled to change her status for a period of six (6) months after her most recent status change.
  3. The Employer agrees that employees may be permitted to transfer from one Revera Long Term Care Inc. nursing home to another Revera Long Term Care Inc. nursing home in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions:
     1. Employees wishing to transfer must notify, in writing, the Executive Director of the home to which they would like to transfer, within thirty (30) days of leaving employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preference (if any), and when they would be available to commence work.
     2. An applicant who is permitted to transfer from one nursing home to another as a result of this transfer procedure will retain any seniority that she had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will only be able to exercise home seniority for purposes of transfers, promotions, lay-offs and reductions in staff.

In the event that an employee is hired (not transferred) into this Home and has recent/related experience at another Revera Long Term Care Inc., nursing home, in the same chain clause (b) above shall apply as it related to seniority and wage rate.

# ARTICLE 23 - JOB POSTINGS AND TRANSFERS

* 1. When a vacancy occurs in any department of the Lodge, coming within the scope of this Agreement, a notice will be posted or circulated requesting applications to fill such vacancy from employees of the Employer.
  2. Such notice will be posted in all departments and shall remain posted for five (5) working days to permit applicants to make application for the vacancy. The Employer agrees to provide the Chairperson with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.
  3. 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 perform the job, after such opening is filled on a regular basis under the job posting procedure.

If no applications to fill the vacancy are received from employees of the Employer, or if the applicant or applicants are not, in the opinion of the Employer, considered to be suitable for such vacancy, then the Employer may fill the vacancy from the open market subject to the applicant's right to the grievance procedure.

* 1. In considering applications, preference will be given according to seniority, provided that qualifications, experience, ability and skill of the employees concerned are relatively equal.
  2. Where vacancies are posted for positions within the fulltime bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered prior to consideration of persons not employed by the Home. In the event one or more part-time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.
  3. The successful applicant shall be placed on trial in the new position for a period of 337 1/2 working hours. Such trial promotion or transfer shall become permanent after the trial period unless:
     1. The employee feels that she is not suitable for the position and wishes to return to her former position, or
     2. The Employer feels that the employee is not suitable for the position and requires that she return to her former position.

Subject to any other provision in the collective agreement to the contrary, it is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

* 1. In the event of either Article 23.06 (a) or (b), the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the re- arrangement of positions shall also be returned to her former position and salary without loss of seniority.
  2. The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

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.

* 1. In respect of Articles 22.04 and 23.06, it is understood that:
     1. Article 22.04 shall apply only to transfers from one unit to another, i.e., from part-time status to full-time status.
     2. Article 23.06 shall apply only where a full-time employee transfers to another classification within the full-time unit.
  2. In the event the Employer plans to change a vacant full time position to a part-time position, it will advise the Union and discuss its plans with them.
  3. (a) A temporary vacancy is a vacancy created by an employee's absence due to pregnancy, parental and adoptive leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six calendar weeks. Employees working less than 37'/2 hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 23.05. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six weeks duration, as the Employer may deem appropriate.

(b) During the summer vacation period, employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. An employee exercising her option shall not as a result of such extra work change her employment status (i.e. part-time, full-time).

Nursing Home Transfers:

* 1. The Employer agrees that an employee of a different Revera Long Term Care Inc. facility listed in Schedule 'X' below who is a member of a bargaining unit for which Unifor is the recognized bargaining agent may apply for a job posting at Baywoods Place, Main Street, Hamilton at her own expense, subject to the following conditions:
     1. Said employee shall provide the management of Baywoods Place, Main Street, Hamilton a written request for a job application. Such written request shall constitute an application for a job posting at Baywoods Place, Main Street, Hamilton and shall exist for a period of one calendar year from the date it is actually received by Baywoods Place, Main Street, Hamilton. The application shall include the employee's position at the facility she is working at the time of the application and her qualifications and the position for which she is applying.
     2. 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:
        1. The Employer will recognize the seniority and years of service of the employee at the facility at which she is working at the time of the hiring at Baywoods Place, Main Street,

Hamilton

* + - 1. The employee will otherwise be subject to the terms of the collective agreement between Unifor and Baywoods Place, Main Street, Hamilton
      2. The employee will be deemed to have quit at the facility she is leaving to accept the job posting at Baywoods Place, Main Street, Hamilton.

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 Baywoods Place, Main Street, Hamilton.

* + 1. 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 Baywoods Place, Main Street, Hamilton 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 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 Baywoods Place, Main Street, Hamilton shall be made according to the terms of this collective agreement.
    2. Notwithstanding the foregoing:

1. In the event an employee from the Versa Care Centre, or Central Park Lodges Hallowell House, Picton applies for a posting according to the above at a different facility listed in Appendix "B"; or

2 In the event an employee from Schedule 'X' applies for a posting according to the above at either of the Versa Care Centre, or Central Park Lodges Hallowell House, 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.

SCHEDULE 'X'

1. Versa Care Centre, Port Dover
2. Baywoods Place, Main Street, Hamilton
3. The Meadows Long Term Care Centre, Ancaster
4. Ridgeview Long Term Care Centre, Stoney Creek
5. Versa Care Centre, Lambeth, London
6. Versa Care Centre Elmwood, London
7. Versa Care Centre Carlingview Manor, Ottawa
8. Central Park Lodges Hallowell House, Picton

# ARTICLE 24 - JOB CLASSIFICATION & WAGES

* 1. (a) Schedule "A" attached hereto shows the classifications and wages of the employees within the bargaining unit with effect from the dates set out therein. The parties agree that the said schedules and contents thereof shall constitute part of the Agreement.

1. When a new classification (which is covered by the terms of this agreement) is established by the Home, the home shall determine the rate of pay for such new classification and notify the local

union of the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

1. The parties agree to recognize the Personal Support Worker education accreditation as equivalent to the Health Care Aide Course.
   1. A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

# ARTICLE 25 - PAYMENT OF WAGES

* 1. All employees will be paid bi-weekly on every second **Thursday**, for the payroll period ending the previous Friday. In the event that a paid holiday falls on a regular pay day, then the employees will be entitled to be paid on the Wednesday immediately preceding the normal pay day.
  2. Payments shall be made for time-actually worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. Failure to reach a mutual agreement may be the subject of arbitration. The arbitrator shall consider the interests of the employee and the employer in its determination of a schedule to reimburse the employer.

If the Employer makes an overpayment of a day’s pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal days pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

In the event of an error on an employee’s pay, the correction will be made in the pay period following the date of which the error comes to the Employers attention. If the error results in an employee being underpaid by one (1) days’ pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

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

# Paper pay cheques

The employer will utilize electronic pay stubs. The following terms and conditions shall apply to the utilization of electronic pay stubs:

# An employee shall be able to access a company computer and view their electronic pay stub before their scheduled shift, during approved meal breaks or rest periods and after their scheduled shift.

* + 1. An employee shall be able to print their electronic pay stubs using company resources if they so choose.

# The home shall ensure that no unauthorized employee will be able to access any other employee’s electronic pay stubs.

* 1. 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.

# ARTICLE 26 - UNIFORMS

26.01 (a) The Employer agrees to pay a uniform allowance of 6.0 cents per hour such amount not to form part of the regular hourly rate for purposes of overtime and paid Holiday premiums. Effective April 1, 2006 change quantum to 7.0 cents per hour.

(b) Uniform allowance will not be paid on each cheque, but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year. When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

# ARTICLE 27 - HOURS OF WORK AND OVERTIME

* 1. Hours of Work:
     1. The normal work day shall be seven and one-half (7 1/2) hours, excluding the half -hour meal period. The normal bi-weekly work period for all employees shall be seventy-five (75) hours and within that period the Employer, to the best extent possible, shall schedule four (4) days off for an employee so as to permit two (2) consecutive days off in a week.
     2. The Employer will arrange shift schedules such that full-time employees will receive a minimum of one (1) weekend off in three (3). However, the Employer will endeavour to maintain the current practice of one (1) weekend off in two (2), unless mutually agreed.
     3. Each seven and one-half (71/2) hour shift shall include two (2) fifteen (15) minute rest periods, one in each half of the shift.

The Employer agrees to provide free coffee or tea to employees during the rest periods referred to in this Agreement and during the half hour meal period.

* + 1. Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period. Rest and Meal Periods shall be uninterrupted, except in case of emergency.
    2. This is not to be read or construed as a guarantee of hours of work per day or for a bi-weekly period or of days of work per biweekly period.
    3. During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for 71/2 hours, notwithstanding the fact they have worked either 61/2 or 81/2 hours.
    4. There shall be no split shifts.
    5. 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 such absence for the calculation of eligibility for overtime rates.
  1. Overtime:
     1. Overtime shall be paid for all hours worked over seven and one-half (71/2) hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half (11/2) the employee's regular rate of pay.
     2. Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.
     3. 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 and two (2) times her regular straight time hourly rate for such additional authorized overtime.
     4. An employee required to work at least three (3) hours overtime in succession with the end of his/her shift, will receive one (I) free meal.

# ARTICLE 28 - SHIFT PREMIUMS

* 1. (a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of thirty (30) cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not for part of the employee's straight time hourly rate.

Responsibility-Pay:

When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of 1/2 shift the employee shall receive an allowance of eight dollars ($8.00) for each shift from the time of the assignment.

(b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of $5.00 for each shift.

* 1. Weekend Premium:

Effective November 1st, 20**20** amend weekend premium from $0.**35** cents per hour to $0.**40** cents per hour.

Effective November 1st, 20**21** amend weekend premium from $0.**40** cents per hour to $0. **45** cents per hour.

# ARTICLE 29 - SCHEDULING OF DAYS OFF

* 1. The Employer agrees to arrange shifts so that employees will receive a minimum of twenty-four

(24) hours between shifts and changeover of shifts, and forty (40) hours if there is one day off between the changeover, and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Director of Care or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.

* 1. Except in the case of an emergency (and exclusive of the effect of an exchange of shifts between two (2) employees for personal convenience), no employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided, however, that overtime rate shall be paid for any days worked over seven (7) consecutive days by reason of such emergency or otherwise except only because of such exchange.
  2. Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Department Supervisor one (1) week in advance of posting.
  3. All employees who work on an assigned day off as per assigned schedule, at the Employer request, will be paid overtime at the rate of time and one-half (11/2) for all hours worked.

Employees who are scheduled to work less than seventy-five hours in a two (2) week period will not qualify for overtime on an assigned day off until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

# ARTICLE 30 - WAGE PROGRESSION

30.01 Employees within their position class progress from "Level 1" to "Level 2" on the basis of 1,950 hours worked at Level 1 to Level 2. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for by the Workplace Safety and Insurance Board, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification. All hours worked and hours paid during the probationary period (fifty (50) days) shall be counted towards hours required to move from the start rate to the one year rate.

# ARTICLE 31- CALL-BACK & CALL-IN

* 1. When employees are called back to work after leaving the Lodge premises upon completion of their shift, such employees will receive a minimum of four (4) hours pay at straight time or time and one-half (11/2) for actual hours worked, whichever is the greater.
  2. (a) "Call-In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

1. Employees who are called in will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five

(75) hours in a two (2) week pay period, who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

1. Where the call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided he/she completes the shift for which he/she was called in.
2. If the employee reports for work within one hour of the request for calling, then the Employer will guarantee a minimum of four (4) hours work.
3. All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non-overtime rates of pay, before securing any agency replacement.

# ARTICLE 32 - MINIMUM HOURS GUARANTEED

32.01 If an employee reports for work as scheduled but for whom no work at his/her regular job is available, or because a change was made in the schedule without notifying the employee concerned at least twenty-four (24) hours in advance, he/she shall be entitled to a minimum of four (4) hours pay.

# ARTICLE 33 - PRORATION FORMULA

* 1. Proration Formula:

Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a pro rata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

The calculation of proration percentages shall be determined by dividing hours paid in the previous predetermined six month period by .975.

Where the calculation of proration percentage is determined by dividing the hours paid in the previous predetermined six (6) month period by .975 and then multiplying by 100, effective October 1, 2006 the calculation shall be based on nine hundred and fifty (950) hours.

Hours paid in calculating proration formula will include W.S.I.B, E.I., sick leave and W.I.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the employers paid share of premiums, benefits and holiday pay.

The predetermined six (6) months period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in July for the pay period ending around June 30th and January for the pay period ending around December 31st.

* 1. When an employee is on:
     1. pregnancy, parental leave,
     2. Adoption leave, or
     3. Approved leave of absence in excess of 30 continuous calendar days, proration upon return, shall be based on % in effect prior to commencement of leave.
  2. Employees who regularly work more than 66 hours bi-weekly shall have 100% of employer portion of insured benefits paid.
  3. (a) Holiday and vacation entitlement for employees who regularly work more than 66 hours bi- weekly, but less than 75 hours bi-weekly, shall be based on provisions of employees regularly working 75 hours.

1. Holiday pay and vacation pay for employees who regularly work less than 75 hours is as follows:
   1. Holiday pay - based on proration formula (based on hours regularly worked 4 hour shift = 4 hours pay).
   2. Vacation pay - percentage of earnings.
   3. (a) Weekly Indemnity participation is voluntary for all employees.
2. Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
3. An employee who does not enroll at time of hire or within the eligibility period who has withdrawn may enroll at the sign up opportunities in January and July each year, subject to evidence of insurability satisfactory to the carrier.
4. Notwithstanding (c) above:
   1. An employee who averages over sixty-six (66) hours paid in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,
   2. An employee who is successful in a job posting where the scheduled hours are over sixty- six (66) every two weeks, will automatically enrolled within one (**1**) month of the successful posting.
   3. An employee with an increase in their prorate percentage of twenty percent (20%) or greater, above the prorate period immediately prior, may enroll at the commencement of the next sign up period, without evidence of insurability.

# ARTICLE 34 - PAID HOLIDAYS

* 1. (a) Employees who have completed their probationary period shall receive the following statutory holidays with pay:

|  |  |
| --- | --- |
| New Year's Day Good Friday Victoria Day  Canada Day (July 1') Civic Holiday | Labour Day Thanksgiving Day Christmas Day Boxing Day |

1. There shall be one (1) additional paid holiday on the third Monday in February, The understanding is that the date of the additional holiday will correspond with Heritage Day, The intent is that there shall be no more than twelve (12) paid holidays through to the expiry date of this Agreement. If another Federal, Provincial, or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.
2. Upon the completion of the probationary period, the employee shall be paid for any and all paid holidays for which they have not been paid, which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.
3. Statutory Holidays may be booked within ninety (90) days following the statutory holiday.
   1. (a) The anniversary date of an employee's employment will be recognized as a paid float holiday which is to be taken on the anniversary date or within **ninety** (**90**) days following the anniversary date.

(b) The birth date of an employee will be recognized as a paid float holiday, which is to be taken on the birth date or within **ninety (90)** days following the birth date.

* 1. An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (**1**) day in the two (2) week period preceding the holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one

* + 1. day's holiday pay during anyone (1) period of illness. Except at Christmas and New Year's period where there is more than one (1) holiday. The entitlement shall be limited to a maximum of two (2) days. If an employee has met the qualifiers for statutory holidays, they are deemed to have qualified for lieu day pay.
  1. Employees required to work on any of the above paid holidays shall receive their regular day's pay, plus time and one-half for all time worked on such paid holiday.
  2. In arranging payment for the above compensation, the Employer may by mutual agreement pay on anyone of the following basis:

1. The regular day's pay plus time and one-half (11/2) in money.
2. Time and one-half (11/2) in money plus one (1) day off within sixty (60) days of the said holiday.
3. One (1) days' pay plus one and one-half (11/2) days off within thirty days of the said holiday.
   1. For purposes of clarification as to when a Statutory Holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are concluded before 8:00 a.m.
   2. In the event that the paid holidays fall on an employee's day off or during his vacation period, the employee shall receive an additional day off, or one (1) day added to his vacation.
   3. An employee who is absent on a paid holiday after being posted to work forfeits all pay for that day. 34.09 There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

# ARTICLE 35 - VACATIONS

* 1. (a) For the purpose of calculating eligibility vacation year shall be the period from May 1 of any year to April 30 of the following year.

1. Vacations are not cumulative from year to year and all vacations must be taken by no later than one (1) month prior to the next vacation cut-off date. Employees shall not waive vacation and draw double time.
2. Vacation requests are to be submitted according to the following schedule:

Period To Be Submitted By

May 1 to September 30 March 1

October 1 to January 31 June 1

February 1 to April 1 November 1

1. Because of the difficulty in ensuring proper staffing over the period from June 1st to August 31st, we would request that staff try to take only 2 weeks of vacation time consecutively.
2. One (1) week of vacation may be taken as individual days. Two (2) weeks of vacation may be taken as individual days for those with ten years or more seniority.
3. As per the Collective Agreement, vacation requests will be granted according to seniority.
4. A two (2) week response from management to the employee on vacation requests if the request is submitted as outlined above.
   1. (a) Employees having less than one (1) year of service on April 30 in any year shall be entitled upon the completion of their probationary period to a credit of one (1) days' vacation with pay for each month of service to a maximum of nine (9) working days' vacation with pay.
5. Employees with one (1) year or more of service as of April 30 of any year shall receive two (2) weeks' vacation with pay.
6. Employees with three (3) years of service or more shall receive three (3) weeks' vacation with pay.
7. Employees with eight (8) years of service or more shall receive four (4) weeks' vacation with pay.
8. Employees with fifteen (15) years of service or more shall receive five (5) weeks' vacation with pay.
9. Employees with twenty-three (23) years of service or more shall receive six (6) weeks' vacation with pay.

Effective in the 2016 vacation year: Employees with twenty-two (22) years of service or more shall receive six (6) weeks' vacation with pay.

1. Employees with twenty-eight (28) years of service or more shall receive seven (7) weeks' vacation with pay.
2. Vacations may normally be taken in the months of April to September, both inclusive, and shall be taken on a seniority basis within each department. Preference of employees for vacation times will be indicated to the Employer by the employees in order of their seniority but the Employer will make the final decision as to when vacations can be taken.

# Re: Vacations At Christmas

Employees will be allowed to take vacation at this time on a Seniority Rotation basis, i.e., the most senior employee will be allowed prior to junior employees. The requests of full- time employees will take precedence over part-time employees' requests. Such vacation must be taken in blocks of five (5) working days.

Once an employee has utilized vacation in this manner, they shall not be allowed to do so again for the following years until all other less senior employees have had the opportunity to do so.

In all cases vacations granted during the Christmas season are subject to management approval and subject to the operational requirements of the Home.

* 1. Vacation pay shall be paid to all employees by separate cheque on the regular payday in advance of the commencement of their vacation period and all normal deductions made from an employee's pay shall also be made from such vacation pay.
  2. In calculating vacation pay in accordance with Article 32.02 (b) through (g), if the vacation pay for two (2), three (3), four (4) five (5) or six (6) weeks, is less than four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%i) of gross salary for the vacation year ending April 30, the employee shall **be paid** the four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of salary instead of the regular two (2), three (3), four (4), five (5), or six (6) weeks' pay.

Effective April 1, 1985 vacation pay to be paid as a percentage of total earnings or regular pay, whichever is the greater.

* 1. If an employee terminates her employment with the Employer or is discharged or laid off, she shall be paid vacation pay on the following basis:
     1. Four percent (4%) for all time paid from May **1** of any year, if the employee's service is less than one (1) year.
     2. Four percent (4%) for all time paid from May 1 of any year, if the employee's service is more than one (1) year and less than three (3) years.
     3. Six percent (6%) for all time paid from May 1 of any year, if the employee's service is more than three (3) years.
     4. Eight percent (8%) for all time paid from May 1 of any year, if the employee's service is more than eight (8) years.
     5. Ten percent (10%) for all time paid from May 1 of any year if the employee's service is more than fifteen (15) years.
     6. Twelve percent (12%) for all time paid from May 1 of any year, if the employee's service is more than twenty-three (22) years.
     7. Fourteen percent (14%) for all time paid from May 1 of any year, if the employee's service is more than twenty-eight (28) years.
  2. Employees who are regularly scheduled to work less than 75 hours biweekly shall receive vacation benefits for the vacation year as follows:

TOTAL HOURS PAID

AS OF APRIL 30 VACATION ENTITLEMENT

|  |  |
| --- | --- |
| 0 less than 1800 hours paid | 4% of gross earnings for the vacation year |
| 1,800 hours to less than 5,400 | 2 calendar weeks’ vacation with pay  at 4% gross earnings for the vacation year |
| 5,400 hours to less than 14,400 hours paid | 3 calendar weeks’ vacation with pay  at 6% gross earnings for the vacation year |
| 14,400 hours to less than 27,000 hours paid | 4 calendar weeks’ vacation with pay  at 8% gross earnings for the vacation year |
| 27,000hour to less than 39,600 hours paid | 5 calendar weeks’ vacation with pay at 10% gross earnings for the vacation year |
| 39,600 hours or more paid | 6 calendar weeks’ vacation with pay at  12% gross earnings for the vacation year |

For accrual purpose only hours worked to March 14, 1988 and hours paid effective March 15, 1988. On and after March 15, 1988, 1800 hours paid equals one (1) year of service.

# ARTICLE 36 - HEALTH AND WELFARE

All Health and Insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula. Effective February 1, 1999, same sex spouse will be eligible to be a dependent for insured benefits.

* 1. O.H.I.P.: The Employer has agreed to pay one hundred percent (100%) of the billed rate of the O.H.I.P. premium for employees. The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means if the employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.
  2. Major Medical: The Employer agrees to implement a major medical Co-Insurance Plan (similar to Blue Cross E.H.C.). The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for employees who participate in the Plan. If an employee is otherwise covered the Employer shall not be obligated to contribute.
  3. Life Insurance: The Employer will pay one hundred percent (100%) of the cost of $25,000 of life insurance for full time employees.

Effective November 1, 2015: Life Insurance $30,000.

* 1. Vision Care**:**

# Effective February 9, 2017: increase the existing standard vision care benefit from $215.00 every 24 months to $240.00 every 24 months.

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# Effective November 1st, 2017 increase the existing standard vision care benefit from

$240.00 every 24 months to $265.00 every 24 months.

* 1. Dental Plan: One (1) year lag.
     1. Fluoride treatments will be covered only for persons under the age of 18 yrs.
     2. Recall shall be on a nine (9) month basis for persons 18 years and older.
     3. Bite wing x-rays will be covered only every twenty-four (24) months for adults and nine

(9) months for children.

* 1. Hearing Aids: The Employer agrees to continue a $300 Hearing Aid Benefit 100% Employer paid. Effective November 1, 2015: Hearing Aide $500/5 years.
  2. Change of Carriers: The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.
  3. New Hires: All newly hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The pro rata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six-month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a 75-hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement up to 100% of the Employer's paid share of premiums and benefits.

Employees may elect to enroll in any or all of the group insurance plan (s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enroll in a plan but will, not be eligible to claim benefits in the first six months of the enrollment and once (re) enrolled, may not withdraw from the plan(s) at a later date.

* 1. Enrollment: An employee, who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enroll in the benefits under any one of the following conditions:

1. A life changing event, such as divorce or death of a spouse;
2. 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 enroll 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 the Employee to ensure that if the employee wishes to participate she signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

* 1. The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence (Weekly Indemnity, E.I., Sick Leave or Workers' Compensation), provided the employee contributes her share.
  2. It is understood that the obligation of the employer to pay the aforesaid benefits shall continue only so long as the employment relationship between the employer and employee continues.
  3. The employees' share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

# ARTICLE 37 - LEAVES OF ABSENCE

* 1. The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.

In requesting such Leave of Absence, the Union must give twenty-one (21) days clear notice to the Employer, to be confirmed by the Union in writing.

* 1. Union Leave:
     1. Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for the leave of absence, without pay, to any employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union.
     2. While on unpaid union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and W.C.B.) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).
     3. 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.
  2. Bereavement Leave:
     1. Upon the death of an employee's spouse, (to include same sex partner) child or stepchild, an employee shall be granted leave up to a maximum of four (4) consecutive days without loss of pay, ending with either the day after the funeral or the day after the equivalent service.
     2. Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son- in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay, ending with either the day after the funeral or the day after the equivalent service.
     3. It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) consecutive days ending no later than the day of the funeral.
     4. An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of her/his aunt, uncle, niece or nephew.
     5. An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she/he is receiving payments for holiday pay or vacation pay.

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

(1) Where it is necessary, because of distance, the employee may be provided up to four (4) days additional unpaid leave.

* 1. Jury & Witness Duty:

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

* + 1. Notifies the Nursing Home immediately on the employee's notification that he will be required to attend at Court;
    2. Presents proof of service requiring the employee's attendance; and
    3. Deposits with the Nursing Home the full amount of compensation received, excluding mileage, traveling and meal allowance, and an official receipt thereof.
  1. Pregnancy & Paternity Leave:
     1. Pregnancy and parental adoption leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.
     2. Pregnancy Leave:

An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date. The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

* + - 1. The employee must have started employment with her Employer at least thirteen

(13) weeks prior to the expected date of birth.

* + - 1. The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be taken under Article 37.05 (j).
      2. Notwithstanding Article 37.05 (b) (i) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment 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 unemployment insurance benefits. In any week, the total amount of SUB payments and the weekly rate of U. I. benefits will not exceed 75% of the employee's regular weekly earnings.

Vested Interest: Employees do not have a right to SUB payments except for supplementation of U.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.

Such payment shall commence after the two week unemployment 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 of the employee's insurable earnings as defined by the Unemployment Insurance Act.

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

* + 1. An employee who does not apply for leave of absence under Article 37.05 (b), (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 37.05 (b) (ii) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
    2. During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parenting Leave.

* + 1. An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy, parental or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
    2. Where the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began, with no loss of seniority or benefits accrued, and shall reinstate the employee in accordance with the provisions of Article 37.05 (e).
    3. Such absence is not an illness under the interpretation of this agreement and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
    4. Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
    5. Upon expiry of seventeen (17) weeks pregnancy leave, as provided under Article 37.05 (j) of this Agreement, the employee shall give the Employer at least two (2) weeks, notice in writing, that she intends to take parental leave.
    6. Parental Leave:
       1. An employee who becomes a parent, and who has been employed for at least thirteen

(13) weeks immediately preceding the date of the birth of child or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.

* + - 1. A "parent" includes: the natural mother or father of the child a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
      2. Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the date the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
      3. The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin. Parental leave ends eighteen (18)' 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.
      4. For the purposes of parental leave under Article 37.05 (j) Parental Leave, the provisions under 37.05 (a), (b), (c), (d), (e), (f), (g), (h) and (i) shall also apply.

# 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.

* 1. Paternity Leave:

Two (2) days unpaid paternity leave shall be granted to male employees to be taken within ten

(10) days of the birth of his child.

# Family Medical Leave

An employee may be entitled to Family Caregiver Leave; Family Medical Leave and Personal Emergency Leave as provided for in, and in accordance with the Ontario Employments Standards Act. If entitled to such leave shall be granted in accordance with the requirements and rights as set out in the Employment Standards Act.

# ARTICLE 38 - PERSONAL LEAVE OF ABSENCE

38.01 (a) The Administrator shall have the discretion to grant a leave of absence without pay for extenuating personal reasons provided that the Administrator receives at least one (1) months' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. This discretion shall not be unreasonably exercised. Applicants when applying must indicate the date of departure and specify the date of return.

* 1. Employees who are on leave of absence will not engage in gainful employment with any other employer unless mutually agreed to between the Employer and the Union. If an employee does engage in gainful employment, which has not been mutually agreed to while on such leave of absence, the employee will forfeit all seniority rights and privileges contained in this Agreement.
  2. 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.

# ARTICLE 39 - LEAVE OF ABSENCE RULES

* 1. To qualify for leave of absence, as stipulated in Article 38.01, the employee must have completed six (6) months of employment with the Employer.
  2. If the leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

# ARTICLE 40- PAID EDUCATIONAL LEAVE

* 1. 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 her/his 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 costs 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 undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specific date of return.

* 1. The Employer agrees to pay into a special dues fund the amount of two (2) cents per hours per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by the **UNIFOR** and shall be utilized by the Union at its discretion. To be sent by the employer to the following address: Unifor Paid Education Leave Program, 205 Placer Court, Toronto, M2H 3H9.
  2. The Employer further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

# ARTICLE 41- INCOME PROTECTION IN CASE OF ILLNESS

* 1. Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:
     1. Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
     2. Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.
     3. The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds (66 2/3) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds (66 2/3) percent of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.
        1. Pre-Scheduled Sick Leave & EI

In completing the Record of Employment the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.

The parties agree that when an employee **is** absent from work on a **sick leave**, they **shall be issued** their Record of Employment (ROE) **no later than seven (7) working days after the end of the pay period in which an employee experiences an interruption of earnings.**

The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, they shall be issued their ROE five (5) days following their last shift worked.

It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two week waiting period, shall nonetheless be provided the top-up of benefits from the Employer of EI payments, and the employee shall be entitled, upon the completion of the E.I. sick leave coverage, to access the WI plan immediately for a total of eighteen (18) weeks from the commencement of the WI period.

* + 1. The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds (66 2/3) percent of scheduled straight-time wages lost.
    2. Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employee's home or paid by direct deposit.

1. Weekly Indemnity participation is voluntary for all employees.
2. Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
3. An employee who does not enroll at time of hire or within the eligibility period who has withdrawn may enroll at the sign up opportunities January and July subject to evidence of insurability satisfactory to the carrier.
4. Notwithstanding (c) above;
   1. an employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall, upon completion of an enrolment form, be enrolled at the commencement of the next sign up period,
   2. an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, shall, upon completion of an enrolment form, be enrolled within one (1) month of the successful posting,
   3. an employee with an increase in his or her pro rata percentage of twenty percent (20%) or greater, above the pro rata period immediately prior, may enroll, by completing an enrolment form, at the commencement of the next sign up period, without evidence of insurability.
      1. Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.

* + 1. When an employee is absent from work because of disabling accident or sickness, the Employer reserves the right to request proof of illness by medical certificate for an absence in excess of two (2) days and for the fourth and succeeding illness in a sick leave year.

If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. 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 circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

* + 1. An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one (1) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
    2. The Employer will notify the employees of their accumulation of sick leave.
    3. An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to 37.05 (j).
  1. If a full-time employee returned to work within fifty-two (52) weeks following the commencement of an illness, and the employees' former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

# ARTICLE 42 - HEALTH AND SAFETY

* 1. The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
  2. 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 respecting 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 time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
  3. 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 work place 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 spent in all such activities shall be considered as time worked.
  4. The Joint Health and Safety Committee and the representatives 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 workday cases, the number of non-fatal cases that required medical aid without lost workdays, the incidence of

occupational injuries, and such other data as the Workplace Safety & Insurance Board may decide to disclose.

* 1. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
  2. 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 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.

* 1. There shall be two 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.
  2. Each year on April 28 at 11:00 a.m. 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.
  3. The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g. gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment employees are obligated to comply with such recommendation(s).
  4. The parties agree that if incidents involving aggressive clients' 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.
  5. Lockout and Machine Guarding:

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

* 1. 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 and to his/her home as indicated.

* 1. 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 behavior 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 the 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 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.

* 1. 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 to 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:

* + 1. If an employee is pregnant;
    2. 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 days, and thereafter vacation days, and thereafter leave without pay until such time as the employee has been cleared by the 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.

* 1. Re: 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.

* 1. Resident Abuse:

# The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents by employees will not be tolerated. The union further agrees to cooperate with the Employer to promote an abuse free environment for all residents.

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 read 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 with 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 the suspicion of abuse and the information upon which it is based without fear of reprisal.

1. Investigation of Alleged 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 schedule 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 Committeeperson be present.

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

* 1. 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.

* 1. Mental Health

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

The parties are committing 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 comfortable workplace for everyone.

# ARTICLE 43 - WORKPLACE SAFETY AND INSURANCE BOARD

* 1. Where an employee is absent due to illness or injury, which is compensable by the Workplace Safety and Insurance Board, the following shall apply:
     1. An employee will not be eligible for paid holidays, sick leave or uniform allowance or any other benefits of this Agreement except where specified otherwise during any absence covered by Workplace Safety and Insurance Board.
     2. Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workplace Safety and Insurance Board shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of this Agreement.
  2. In the case of an absence due to a compensable accident, where the anticipated length of such absence is six (6) weeks or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 21) of this Agreement. Where the anticipated absence is less than six (6) weeks, the Employer may fill the position at its discretion.
  3. An employee shall continue to accrue seniority while in receipt of W.S.I.B. benefits for a period of one (1) year. For a period in excess of one (1) year and up to two (2) years, an employee will retain but not acquire seniority. During the period of up to two (2) years, an employee shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform his/her normal job.
  4. (a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. claim or illness, or at the expiry of the normal pregnancy, parental or adoption leave provisions and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(b) If an employee returns to work after fifty-two (52) weeks following the commencement of WSIB claim, but prior to two (2) full years mentioned in Article 42.03 above, she shall be returned to her former job, or of work of a comparable nature at the same salary level and without loss if seniority or benefits accrued in accordance with Article 17. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

* 1. If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if she has the qualifications, experience and ability, by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification to which she is returning.

The Employer will pay the employee's regular wages on the day of the accident NOTE: Also refer to Article 33.05 - Weekly Indemnity Enrolment & Proration.

43.07 Workplace Safety and Insurance Board Challenge:

In the event that the Employer challenges a Workplace Safety and Insurance Board Claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under the Sick Leave Plan Article 41. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for the Workplace Safety and Insurance Board is not approved, the monies paid, as an advance will be applied towards the benefits to which she would be entitled under the Sick Leave Plan Article 36. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

# ARTICLE 44 - RETROACTIVE PAY

* 1. All wage increases and pay equity adjustments shall be fully retroactive and applicable to all hours paid by the Employer. Retroactive payment will be made by separate cheque within two full pay periods following notice of ratification by the Union, and will include a breakdown of hours. Employees having left their employment will be notified by pre-paid post addressed to their last known address on record and shall have 60 calendar days to claim their retroactive payment, failing which they shall forfeit said entitlement.
  2. Arbitration Award Retroactivity

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.

# ARTICLE 45 - GENERAL

* 1. (a) Physical Examinations: Before final acceptance for employment, all applicants will be required to pass a physical examination. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the employee and the Lodge. If an employee is assigned to work before the physical examination is completed, it is understood that continued employment is pending upon the results of the physical examination.

1. All employees are required to have an annual chest x-ray. With respect to chest x-rays, the Union has agreed to use its best efforts with the local Sanatorium Association to have the portable unit brought to the Lodge. If this cannot be arranged, the employee will be required to attempt to have the x-ray on his own time at his own expense, if any.
2. In the event the nursing home requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Home the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.
   1. Bulletin Boards: No prior written approval from the Employer is required for the Union to post notices of Union activities on bulletin boards.
   2. Letters-of Reprimand: Letters of reprimand, discipline and suspension will be removed from an employee's file after a period of eighteen (18) months. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.
   3. Printing of Agreement: 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 to split the cost of printing the collective agreement.
   4. Annual Medical: The Employer agrees that no employee will be required to undergo an annual medical examination, nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to M. Teplitsky (or his replacement) forthwith for a decision.
   5. Sick Leave Certificate: If the Employer requires a sick leave certificate and the employee's doctor charges the employee for such certificate outside 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 circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.
   6. Drug Plan: The Drug Plan will be modified as necessary to require Generic substitution unless specifically prescribed by the doctor. The parties will meet to discuss the implementation of this modification to the drug plan.

Effective January 1st, 2008: Drug Card, with a co-payment of $1.00 per prescription, to cover prescription drugs which by law must be prescribed by a licensed physician. A dispensing fee cap of $7.50 per prescription (positive enrolment). No annual deductible or lifetime maximum for drugs.

* 1. Chiropractic: Eye Coverage

Where the benefit plans provide for chiropractic coverage and eye examinations, the Employer agrees that that coverage will continue notwithstanding that O.H.I.P. no longer includes such services as insured services.

* 1. 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 publicized.
  2. 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 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.
  3. The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Union copies of any documents and materials which it is required to post in the Home pursuant to the Nursing Homes Act.
  4. 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 a maximum of the grid. Such experience, when approved, will be granted on the basis of one year's movement on the grid for each one years of experience. Where the experience is part time one year equals 1800 hours worked.
  5. 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:

* + 1. 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.

* + 1. 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

labour/management meeting Implementation of Workload Review Form attached hereto as Appendix A.

# ARTICLE 46 - DURATION, TERMINATION & SIGNING OF AGREEMENT

* 1. This Agreement shall continue in full force and effect for a period from November 1, 20**19** until October 31, 20**22** and shall continue automatically thereafter during annual periods of one year each, unless or until either party notifies the other within the three (3) months next preceding the expiration date of the Agreement in writing that it desires to amend or terminate this Agreement.
  2. In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is agreed upon.
  3. All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of The Ontario Labour Relations Act, 1983, Chapter 42 and any amendments thereto.
  4. A draft of the negotiated Agreement will be made available by the Employer affected for the Union within thirty (30) days of the ratification of the Agreement reached. The proofread Agreement as corrected, if necessary, will be signed by the Employer and submitted to the Union within five (5) days of the approval of any regulatory body. The Union will sign and return the agreed number of copies within ten (10) days of the receipt of the signed Agreement.

# ARTICLE 47 - PENSION PLAN

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

* 1. "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:

* + 1. The straight time component of hours worked on a holiday;
    2. Holiday pay, for the hours not worked; and
    3. Vacation pay.

All other payments, premiums, allowances 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.

* 1. 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.

Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions as stated above will be added to the employee's wages.

* 1. 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.
  2. The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.
  3. 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 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 to 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.

The Employer agrees to provide to the Executive Director 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 Executive Director 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 rapidly 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 unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained, at the expense of the Plan to obtain such information from the Employer's files.

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

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

For further specificity, the items required for each eligible employee by Article 47.05 of the agreement are:

* + 1. To Be Provided Once Only At Plan Commencement: Date of Hire

Date of Birth

Date of first Remittance

Seniority List (for the purposes of calculations past service credit).

* + 1. To Be Provided With Each Remittance: Name

Monthly remittance Pensionable Earnings

* + 1. To Be Provided Once, And if Status Changes: Address as provided to the Home

Termination date, when applicable

* + 1. To Be Provided Once, If They Are Readily Available: Gender

Marital Status

* 1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or the amount owing by the Plan to the Employer, an auditor from the firm of Orenstein and Partners will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan. Arbitrator Teplitsky will remain seized of this issue, should either party find this process unsatisfactory.

The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan, which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three members from each side.

In consideration of the Employer forthwith paying those contributions, which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which arise from the failure to collect the employee matching contribution.

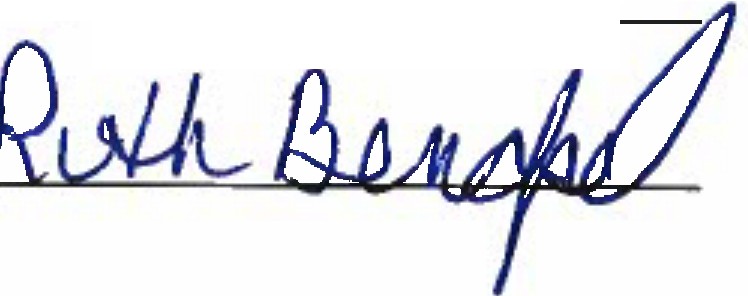
The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.

The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

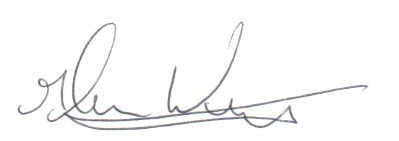
IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the day of , 20 .

Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504 (for the Employer) (for the Union)



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# Schedule A

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Classification | Step | Effective Nov 1/19 | Effective Nov 1/20 | Effective Nov 1/21 |
| RPN | Start | 26.280 | 26.674 | 27.074 |
|  | 1yr | 26.869 | 27.272 | 27.681 |
|  | 2yr | 27.405 | 27.816 | 28.233 |
|  |  |  |  |  |
| Nurse Aide (Not Certified) | Start | 20.610 | 20.919 | 21.233 |
| Activity Aide (Not Certified) | 1yr | 21.159 | 21.476 | 21.798 |
|  | 2yr | 21.762 | 22.088 | 22.419 |
|  |  |  |  |  |
| Housekeeping | Start | 20.406 | 20.712 | 21.023 |
| Laundry | 1yr | 20.994 | 21.309 | 21.629 |
|  | 2yr | 21.541 | 21.864 | 22.192 |
|  |  |  |  |  |
| Office/Ward Clerk | Start | 20.610 | 20.919 | 21.233 |
|  | 1yr | 21.159 | 21.476 | 21.798 |
|  | 2yr | 21.762 | 22.088 | 22.419 |
|  |  |  |  |  |
| Cook I | Start | 22.351 | 22.686 | 23.026 |
|  | 1yr | 22.982 | 23.327 | 23.677 |
|  | 2yr | 23.503 | 23.856 | 24.214 |
|  |  |  |  |  |
| Cook II | Start | 21.541 | 21.864 | 22.192 |
|  | 1yr | 22.106 | 22.438 | 22.775 |
|  | 2yr | 22.693 | 23.033 | 23.378 |
|  |  |  |  |  |
|  |  |  |  |  |
| O/T & P/T Aides | Start | 21.308 | 21.629 | 21.953 |
|  | 1yr | 21.869 | 22.197 | 22.530 |
|  | 2yr | 22.433 | 22.769 | 23.111 |
|  |  |  |  |  |
| Maintenance | Start | 23.078 | 23.424 | 23.775 |
|  | 1yr | 23.569 | 23.923 | 24.282 |
|  | 2yr | 24.120 | 24.482 | 24.849 |
|  |  |  |  |  |
| P.S.W (H.C.A) (Certified) | Start | 20.830 | 21.142 | 21.459 |
| Activity Aide (Certified) | 1yr | 21.379 | 21.700 | 22.026 |
|  | 2yr | 21.967 | 22.297 | 22.631 |

**53** of **85**

Probation Employees: 20¢ less than start rate in all classifications

Health Care Aide: Premium for Health Care Aide Certificate or equivalent presently being recognized by the Employer. The premium will be fifteen (15) cents per hour above the applicable Nurses Aide classification.

Activity Aides and who hold a Health Care Aide certificate or Recreation Certificate shall receive 15 (1544) cents per hour above the applicable classification rate.

Volunteer Coordinator: The Volunteer Coordinator shall be paid the hourly rate specified for HCA/PSW wage grid as per Schedule A above.

Handyman Premium: 15 cents above applicable housekeeping rate.

It is understood that at other than Versa Care Elmwood, London Retirement Home the above payments are inclusive of pay equity payments, which satisfy all obligations under the Pay Equity Plan. If the Employer is subsequently paid monies from the Government of Ontario for pay equity purposes and such payments would provide for a greater benefit the Employer will be required to pay such monies to the employees so otherwise entitled.

The Employer further agrees that should it receive funding from the Provincial Government for the purpose of narrowing the wage gap between the rates at Columbia Forest and the other Homes negotiating in this round of bargaining, it will determine and apply the appropriate wage adjustments within sixty (60) calendar days of receipt of such funding.

LETTER OF UNDERSTANDING

-1- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

- and -

UNIFOR AND IT'S LOCAL 504

WHEREAS there will be a transfer of licensed beds from the Hamilton facility, Central Park Lodges Versa Care (formerly Beacon Hill Lodge), [herein after the "Hamilton facility"] to a new facility in Stoney Creek and a new facility in Ancaster;

AND WHEREAS Environmental positions at the Hamilton facility comprise housekeeping, laundry, dietary and maintenance positions;

AND WHEREAS Environmental employees at the Hamilton facility fill such positions;

AND WHEREAS the Employer will contract out environmental positions at Stoney Creek and Ancaster;

THEN THEREFORE IT IS AGREED:

1. The full time scope clause for the Hamilton facility will be for all employees save and except registered nurses, supervisors, persons regularly employed for less than twenty-two and one half (221/2) hours per week and students employed during the school vacation period in the City of Hamilton save and except Ancaster and Stoney Creek.

The part time scope clause for the Hamilton facility will be for all employees regularly employed for not more than twenty-two and one half (221/2) hours per week save and except registered nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, foremen, persons above rank of supervisor or foreman and students employed during the school vacation period in the Regional Municipality of Hamilton-Wentworth save and except Ancaster and Stoney Creek.

1. It is agreed that there shall be separate collective agreements for each of Hamilton, Ancaster and Stoney Creek facilities. For greater clarity, there is no obligation to post vacancies, which arise at one facility at the other 2 facilities; and there is no right of an employee laid off at one to displace or be recalled at the other 2 facilities.
2. An employee who was employed at one facility and who subsequently is employed at either of the other two facilities shall not carry over seniority or service, unless otherwise agreed.

Environmental employees who commence to work at either of the Stoney Creek facility or the Ancaster facility according to the terms of this agreement and nursing staff who move as a result of the above noted transfer of beds shall carry their seniority and service to the Stoney Creek facility or the Ancaster facility, as the case may be**.**

1. For housekeeping, dietary and laundry employees at the Hamilton facility
   1. Employed as of the date of this agreement; and
   2. Who regularly work more than fifteen (15) hours bi-weekly;
   3. Whose regular scheduled hours will be reduced
2. As a result of the transfer on or about October 2001of approximately one hundred and twenty (120) beds to Stoney Creek and Ancaster from the Hamilton facility; and
3. As a result of the Employer's right to contract out environmental services at the Ancaster and the Stoney Creek facility,
4. The employer will offer to the said employees, as of the date their services are no longer required by the Employer as a result of the above noted change
   1. An opportunity to be trained-on-the-job as a health care aide/personal support worker [H.C.A./P.S.W.] at either the Ancaster facility or the Stoney Creek facility or the Hamilton facility, during which time the employee shall receive her or his regular rate of pay for hours worked; and
   2. An offer of employment as a H.C.A./P.S.W. at the Ancaster facility or the Stoney Creek facility or the Hamilton facility. The offer of employment shall be for at least the number of hours the employee was regularly scheduled, on average in the twelve (12) weeks preceding the termination of her or his employment in housekeeping or dietary, as the case may be, at the Hamilton facility; and
   3. For the above, the Employer will endeavour to place the said employees in either the Ancaster facility or the Stoney Creek facility or the Hamilton facility as requested by each employee but reserves the right to determine the location as it sees fit.

Employees who accept such offer shall be required to be enrolled in a health car aide/personal support worker course provided by the Employer at the Hamilton facility and to successfully complete the said course. The Employer will pay for the tuition for the said course.

1. An employee who fails the said course will be laid off and this agreement shall be deemed notice of layoff to each employee who fails the said course, as of the date of execution of this agreement.
2. An employee who refuses to take the said course because there is no reasonable likelihood of her or his being able to successfully complete the course shall be laid off without right or reinstatement of recall and with notice in accordance with the Employment Standards Act and

shall receive an amount equal to two times the employee's regular wages for a regular non- overtime work week multiplied by the sum of:

1. The number of years of employment the employee has completed; and
2. The number of months of employment not included in clause (a) that the employee has completed, divided by twelve (12)

Said severance payment is inclusive of all and any payments for severance which may be owing for any reason, including pursuant to the Employment Standards Act.

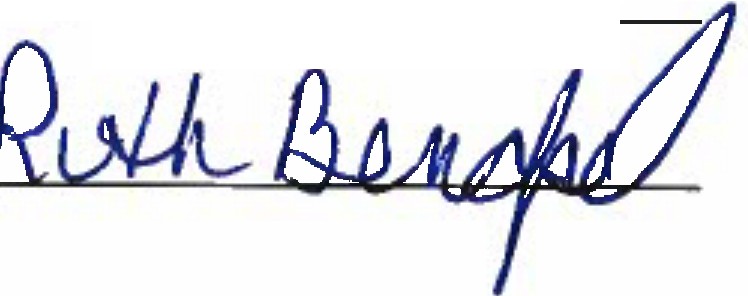
Notwithstanding the foregoing, in the event more than five (5) employees refuse to take the said course, the severance payment shall be the employee's regular wages for a regular non- overtime work week multiplied by the sum of:

1. the number of years of employment the employee has completed; and
2. the number of months of employment not included in clause (a) that the employee has completed, divided by twelve (12) and such payment shall be inclusive of all and any payments for severance which may be owing for any reason, including pursuant to

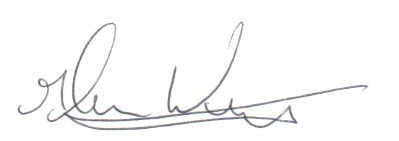
the *Employment Standards Act.*

Dated at , Ontario this day of , 20 . Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504 (for the Employer) (for the Union)



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LETTER OF UNDERSTANDING

-2- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

- and –

UNIFOR AND ITS LOCAL 504

# Re: Sick Leave - Prescheduled Hours

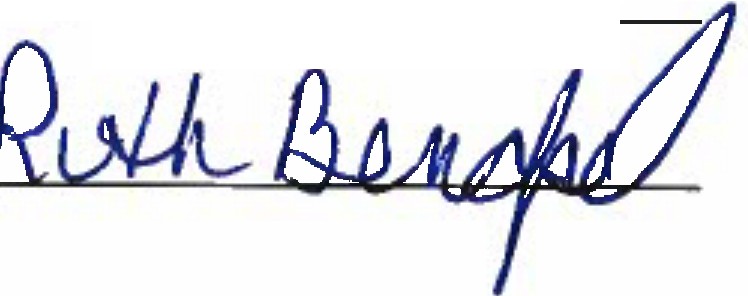
**The parties agree that medical appointments should be made on the employees’ day off or either before/after their shift. However, if it's for a specialist appointment (i.e. oncologist/gynecologist etc.) which cannot be changed, employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours in accordance with the sick leave article. The Employer has the right to request documentation to support a request for prescheduled hours in advance of the appointment. Such documentation shall be provided to the employee's immediate supervisor o r their designate and confidentiality will be maintained.**

Dated at , Ontario this day of , 20 .

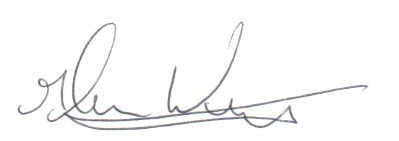
Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)



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LETTER OF UNDERSTANDING

-3- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

- and –

UNIFOR AND IT'S LOCAL 504

# Re: Elected or Appointed-to Federal, Provincial. Municipal or Regional Municipal Office

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of his/her elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with his duties.

Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due

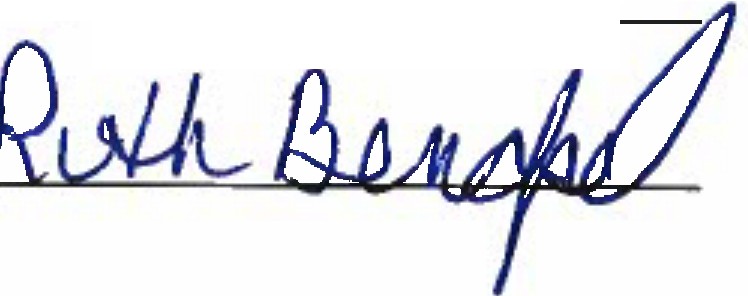
Dated at , Ontario this day of , 20 .

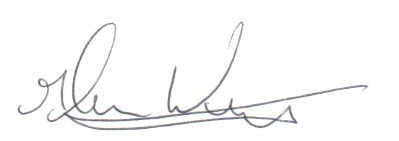
Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)

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.LETTER OF UNDERSTANDING

-4- BETWEEN:

REVERA LONG TERM CARE OPERATING AS BAYWOODS PLACE, MAIN STREET HAMILTON

- and –

UNIFOR AND IT'S LOCAL 504

# Re: Vacation Pay Part-Time

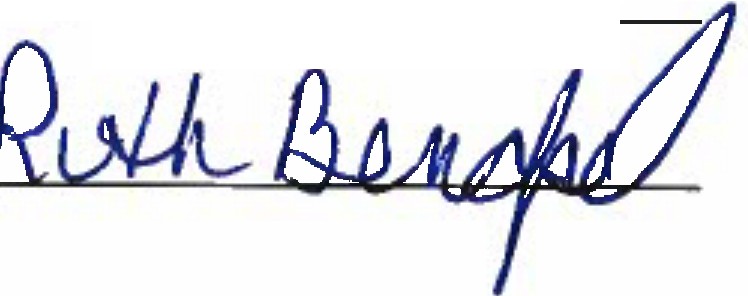
**Vacation pay for part time employees will only be paid when the employee is on an approved vacation which is equivalent to the number of their regularly scheduled hours in the period. It is the responsibility of the employee to ensure that they take a minimum of two (2) weeks' time off for vacation.**

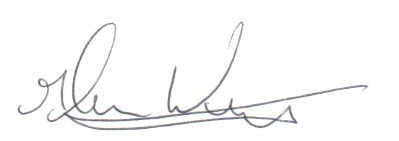
# The Employer has the right to schedule vacation time off if the employee does not do so. In all cases, vacation will be granted subject to normal operational requirements of the home. In the event the employee has unused vacation pay in their banks by the end of the designated vacation year, such vacation will be paid out within three (3) pay periods of the commencement of the new/next vacation year.

Dated at , Ontario this day of , 20 .

Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504 (for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-5-

BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

- and -

UNIFOR AND ITS LOCAL 504

# Re: Cook 11

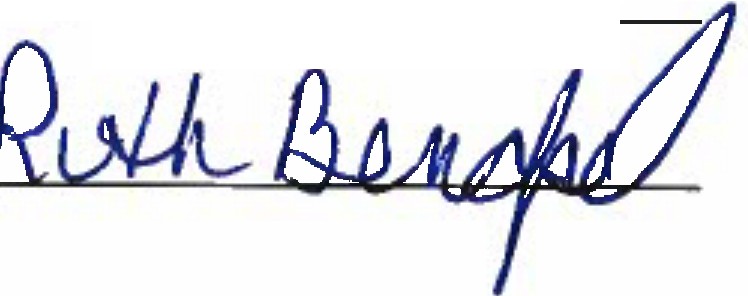
Employees currently employed as Cook II, who hold a permanent Certificate of Qualification as per the Apprenticeship and Tradesman Qualification Act, Regulation 36, Section 21, shall be reclassified as Cook I

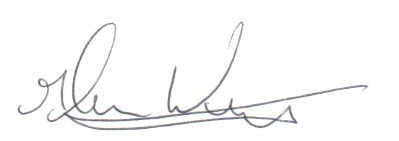
when such Certificate is provided to*/* the Employer.

Dated at , Ontario this day of , 20 .

Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504 (for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-6- BETWEEN

:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

- and –

UNIFOR AND IT'S LOCAL 504

# 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 on staffing levels 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 regard.

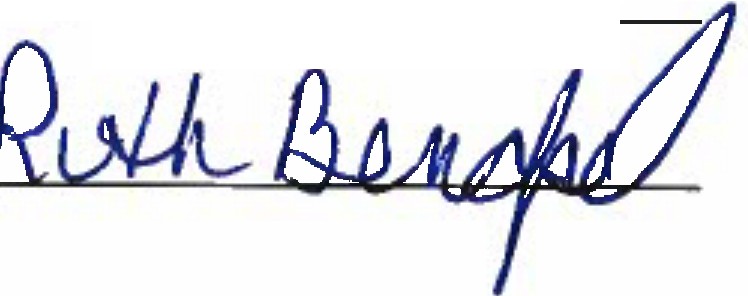
The parties shall meet as necessary to discuss other changes or workload issues.

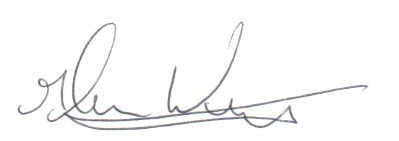
The parties may invite additional participants to attend the meeting to support constructive review and discussion.

Dated at , Ontario this day of , 20 . Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-7- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

- and **–**

UNIFOR AND IT'S LOCAL 504

# Re: Third Party Services

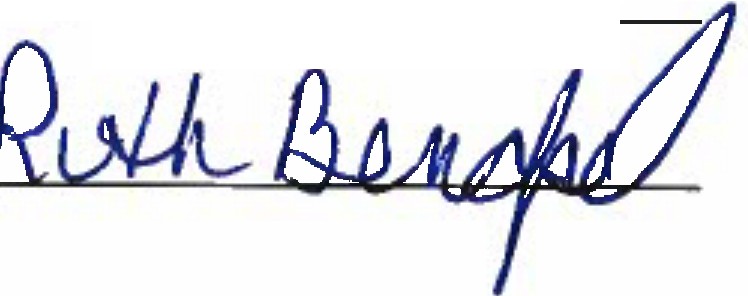
For those Nursing Homes noted in the second paragraph of Article 3.01, it is specifically agreed and understood that the Employer will engage in third party services who will be providing Environmental Services Support Staff (Laundry, Dietary, Housekeeping and Maintenance), either on or off site. It is further agreed and understood that such work is not work normally performed by the bargaining unit and as such is not contracting out under the terms and conditions of the Collective Agreement. It is further understood that, subject to the provisions of the collective agreement the Employer will hire as employees its RPN's, HCA's, PSW's and program support workers.

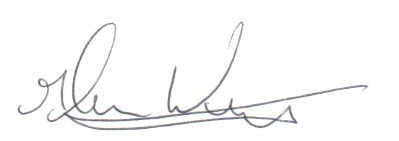
Dated at , Ontario this day of , 20 .

Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-8- BETWEEN

:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

- and –

UNIFOR AND IT'S LOCAL 504

# Re: Harassment Policy In Respect Of Unifor Members Policy

1. Policy:

Harassment prohibited by the Ontario Human 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 circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

1. 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, same-sex partnership status, family status or handicap.

1. Responsibilities:

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

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

The Employer and 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 of 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:

* 1. Name calling
  2. Racial slurs or jokes
  3. Mimicking a person's accent or mannerisms
  4. Offensive posters or pictures on paper
  5. Repeated sexual remarks
  6. Physical contact that could be perceived as degrading
  7. Sexual flirtation, advances, propositions
  8. Leering
  9. Comments about a person's sex life
  10. Innuendo, gestures or taunting about a person's body, disability, attire or gender.

1. The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

Procedure:

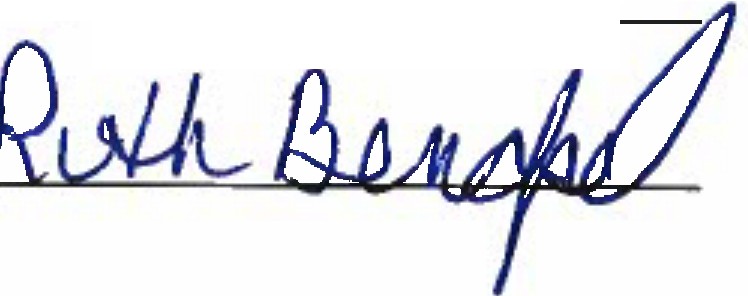
The Employer and Unifor are responsible for advising a complainant when the policy applies; providing education regarding harassment; clarifying options available; identifying and assisting complainants in obtaining counseling; facilitating in the resolution process and informing the complainant of his 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.

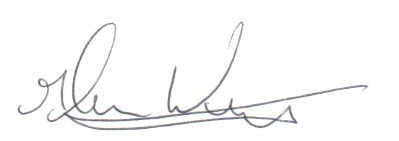
* 1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and Unifor. They may be either verbal or in written form.
  2. The Employer and Unifor will document the complaint and the individual will be informed of his/her rights.
  3. 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.
  4. 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.
  5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
  6. An internal resolution will be attempted between the complainant and the respondent by the Employer and Unifor.
  7. 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.
  8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
  9. At the conclusion of this step the complaint, if unresolved by the complainant will be inserted into Step 2 of the grievance procedure for resolution.
  10. In the event that the complaint is not resolved in Step 2 of the grievance procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.
  11. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both grievance procedure and the Human Rights Complaint procedure**.**

Dated at , Ontario this day of , 20 . Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-9- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

- and –

UNIFOR AND IT'S LOCAL 504

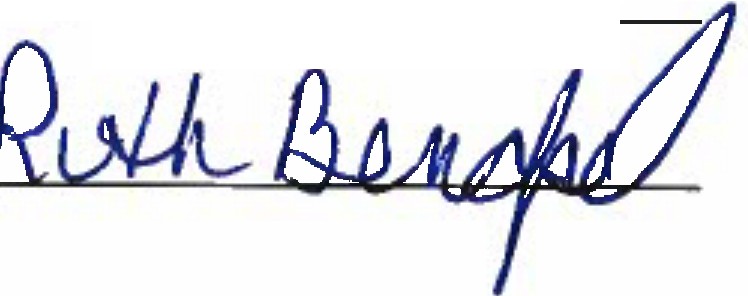
# RE: FERTILITY DRUGS

Coverage for fertility drugs: Status Quo (where there is an existing cap, it remains).

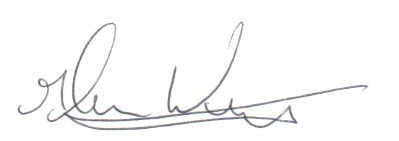
Dated at , Ontario this day of , 20 .

Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-10- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

- and –

UN1FOR AND IT'S LOCAL 504

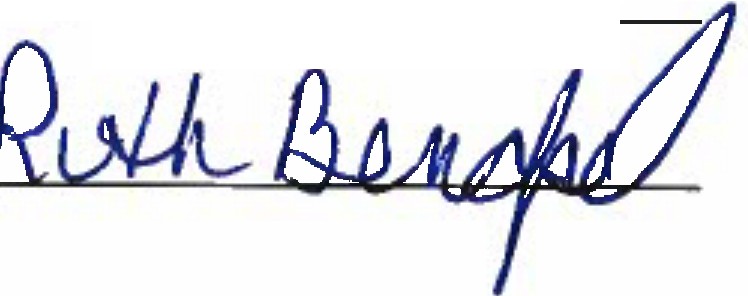
# Re: Greenshield

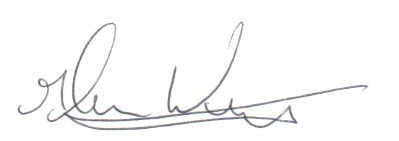
In the event the Employer considers changing the carrier of health and welfare benefits in place as of the date of ratification, Greenshield will be invited to submit a proposal.

Dated at , Ontario this day of , 20 . Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-11- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

-and -

UNIFOR AND IT'S LOCAL 504

# Re: Casual or Unscheduled Part-Time

Where "casual employees" exist in a collective agreement, or where there is an established practice of Part-time employees who do not have scheduled shifts the following conditions shall apply:

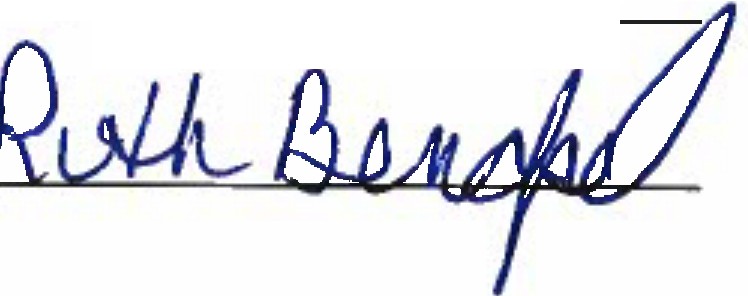
Once such employee has provided availability to the Employer, if they do not accept shifts for a period of three (3) consecutive months, they shall be deemed to have voluntarily resigned their employment.

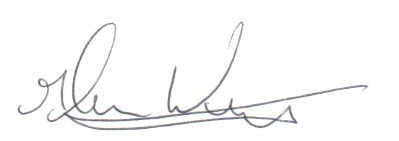
Notice in writing will be provided to the employee and the Unit Chairperson.

Dated at , Ontario this day of , 20 . Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-12- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

-AND

UNIFOR AND IT'S LOCAL 504

# Womens' Advocate

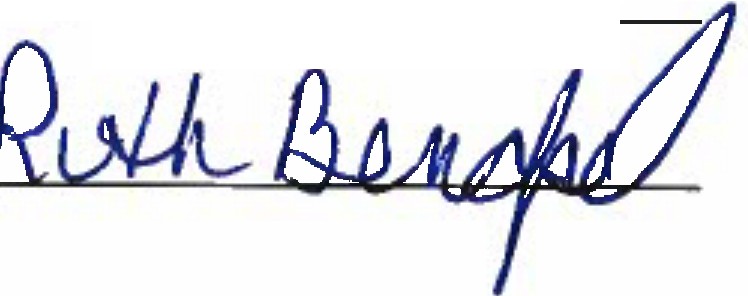
The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing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

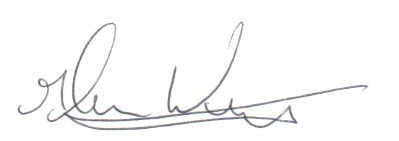
The name of the Advocate will be posted on the Union bulletin board. The employer agrees to provide a provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the woman's advocate.

Dated at , Ontario this day of , 20 . Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-13- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET HAMILTON

- and –

UNIFOR AND IT'S LOCAL 504

# 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:

1. 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.

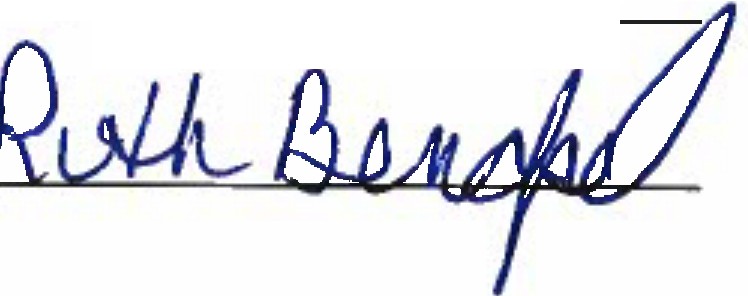
1. Failing resolution at the time of occurrence of the workload issue, the workload concem(s) will be reduced to writing using the Union's standardized form and addressed at the next scheduled labour/management meeting.

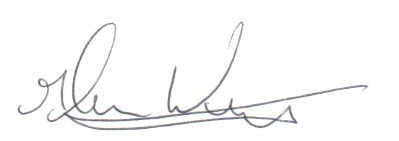
Implementation of Workload Review Form attached hereto as Appendix A.

Dated at , Ontario this day of , 20 . Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-14- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

-and -

UNIFOR AND IT'S LOCAL 504

# Re: Recent Related Experience applicable to RPN’s only

Effective first day of the first pay period in March 2020 for current and future employees.

Where an RPN is hired and has recent related RPN experience in a long-term care setting, as determined by the Employer, they 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 (1) year’s movement on the grid for each one (1) years’ experience. Where the experience is part time, one (1) year equals eighteen hundred (1800) hours paid. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience during the probationary period to be considered for a salary increment and, if they fail to do so, shall not be entitled to such

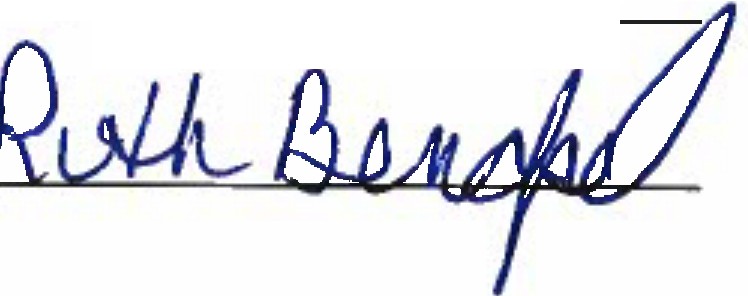
# recognition.”

Note: Current employees will be afforded the opportunity to submit the evidence of their request related RPN experience but must do so no later than February 14, 2020 in order to be considered.

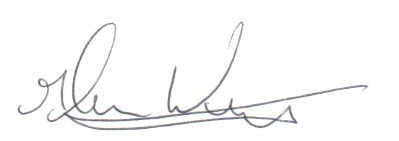
Dated at , Ontario this day of , 20 .

Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







LETTER OF UNDERSTANDING

-15- BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

-and -

UNIFOR AND IT'S LOCAL 504

# Re: PSA

**W**HEREAS the Employer continues to look to new and innovative ways to provide superior focused care and service to its residents;

AND WHEREAS the parties desire to find a solution to ensure that staff consistently receive the support they require;

AND WHEREAS the Employer is establishing a new classification of Personal Support Assistant (hereinafter "PSA") on a temporary basis commencing on DATE; and

AND WHEREAS the Employer has established this on a temporary basis to assess whether this minimizes staffing inconsistencies and agency usage.

NOW THEREFORE the Employer and the Union (the "Parties") agree as follows:

1. Job routines and associated duties for the PSA classification will be established by the Employer.
2. It ls understood that the creation of the new PSA classification will not result in the reduction of hours of existing PSW qualified staff (or grandfathered staff), or any other existing staff.
3. The new PSA classification will be temporary in nature. PSA positions will be identified as temporary part- time ("TPr'), with no guarantee of hours or position. As such, the termination of the temporary assignment or position shall not be subject to the layoff or recall provisions in the Collective Agreement. The Parties agree that the discontinuation or reduction in hours of the temporary PSA classification will not be subject to the grievance/arbitration procedure.
4. The Parties agree that the following articles in the Collective Agreement shall not apply to employees employed in the PSA position: Article 26 (Uniforms), Article 28 (Responsibility Pay), Article 34 (Float Day), Article 36 (Health and Welfare Benefits), Article 37 (SUP Top Up), Article 41 (Sick Leave), Article 47 (NHRIPP.)
5. Employees employed in the PSA classification shall receive vacation pay with their biweekly pay.
6. Those employees employed in the PSA classification will be subject to all provisions in the Collective Agreement, save and except those expressly noted in this Letter of Understanding ("LOU").
7. The Parties agree to meet as needed to review the implementation of the PSA classification and to discuss any challenges faced.
8. The Parties further agree to schedule a meeting on or about the six-month anniversary ("Six-Month Review) of the implementation of the PSA classification to discuss the extension, amendment or termination of this LOU.
9. The term of this LOU will automatically expire twelve (12) months from the date of implementation, unless mutually extended in writing by the parties. No further or additional notice will be required to be given to the Union or any employees in the PSA classification or assignment.
10. Notwithstanding the above, either Party may terminate this LOU after the Six-Month Review meeting upon giving each other sixty (60) days' notice in writing.
11. The established wage rates for the PSA classification are as follows:

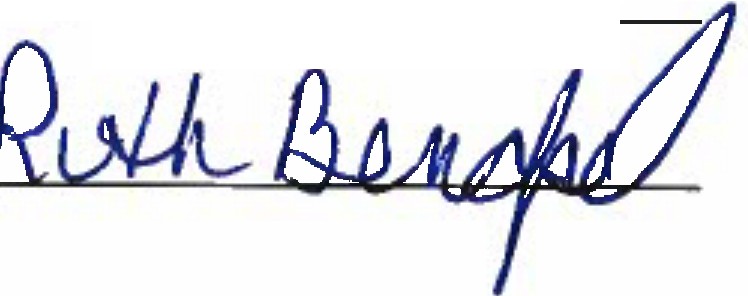
|  |  |  |
| --- | --- | --- |
| Personal Support Assistant | Start | (Existing PSW - $1.50) |
| Year 1 | (Existing PSW - $1.50) |
| Year 2 | (Existing PSW - $1.50) |

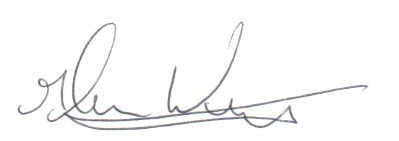
1. It is agreed that aforementioned wage rates will not be amended for the initial twelve (12) month term of this LOU and will not be categorized under Wage Grid/ Schedule A of the Collective Agreement. Notwithstanding the above, should this LOU be extended beyond the initial twelve (12) month term, the aforementioned PSA wages will be subject to adjustment based on the general wage increase applicable to that period of time. The Parties further agree that in the event of a negotiated general wage increase implemented through the course of collective bargaining, there shall be no retro paid to any applicable employee in the PSA classification for the initial twelve (12) month term of this LOU.
2. The Parties further agree that this LOU is without prejudice or precedent to any other matters between them**.**

Dated at , Ontario this day of , 20 . Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







ADDENDUM TO AGREEMENT COVERING PART-TIME BARGAINING UNIT EMPLOYEES

BETWEEN:

REVERA LONG TERM CARE INC. OPERATING AS BAYWOODS PLACE, MAIN STREET, HAMILTON

(Hereinafter referred to as the "Employer")

OF THE FIRST PART:

-and-

UNIFOR AND IT'S LOCAL 504

(Hereinafter referred to as the "Union")

OF THE SECOND PART:

WHEREAS the Union has been certified by The Ontario Labour Relations Board as the certified bargaining agent of the employees of the Employer in the bargaining unit described as follows, namely:

All part time employees of Baywoods Place, Main Street, Hamilton (formerly Beacon Hill Lodge) in the City of Hamilton (save and except Ancaster and Stoney Creek), in the Regional Municipality of Hamilton Wentworth, regularly employed for not more than twenty-two and one-half (221/2) hours per week save and except registered nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman and students employed during the school vacation period.

Incorporation:

The Employer and the Union agree that all provisions of the Full-time Collective Agreement to which this addendum is attached, shall be incorporated into the addendum and be applicable to part time employees as herein before defined, unless such provisions are specifically excluded in their application to part-time employees.

The Employee and the Union agree that the following Articles of the Full-time Collective Agreement shall apply to part-time employees:

# ARTICLE 1 -PURPOSE OF AGREEMENT

Same as full-time agreement.

# ARTICLE 2- DEFINITIONS

Same as full-time agreement.

# ARTICLE 3 — RECOGNITION

Same as full-time agreement.

# ARTICLE 4 - NO DISCRIMINATION/ HARASSMENT

Same as full-time agreement.

# ARTICLE 5 - UNION SECURITY & CHECK —OFF OF UNION DUES

* 1. Same as full-time agreement.
  2. Such deductions shall commence in the month immediately following the completion of four hundred and fifty (450) hours worked. Before the end of each month, the Employer shall remit by cheque to the Union the total amount of deductions made for the month and name the employees from whose pay such deductions have been made.
  3. to 5.06 Same as full-time agreement.

# ARTICLE 6 - NO STRIKE OR LOCKOUT

Same as full-time agreement.

# ARTICLE 7 - NO CONTRACTING OUT

Same as full-time agreement.

# ARTICLE 8 - WORK OF BARGAINING UNIT

Same as full-time agreement.

# ARTICLE 9 - RESERVATION OF THE HOME MANAGEMENT FUNCTION

Same as full-time agreement.

# ARTICLE 10 - UNION REPRESENTATION

* 1. The Employer will recognize a Union Grievance Committee consisting of not more than two (2) employees of the unit herein as Stewards from different departments of the Employer.

Such Steward shall be elected by the Employees of the Lodge and each Steward shall be an employee of the Employer and shall have acquired seniority.

* 1. (a) One (1) of the Stewards shall be elected by the said Employees as the Chairperson who may be the principal spokesman for the Committee composed of not more than two (2) Stewards.

(b) The Chairperson from the full-time unit may also be the Chairperson for the part-time unit.

* 1. The Union will notify the Employer in writing of the names of the Stewards from time to time and the Employer will not be required to recognize the Stewards or the union Grievance Committee until it has been notified in writing by the Union of the names of the employees elected.
  2. The Union acknowledges that Stewards have regular duties to perform for the Employer and that they will not leave their regular duties without first obtaining permission from their immediate Supervisor.
  3. An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of the Union Steward or Union Committee Member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

# ARTICLE 11- GRIEVANCE PROCEDURE

Same as full-time agreement.

# ARTICLE 12 - DISCHARGE GRIEVANCE

Same as full-time agreement.

# ARTICLE 13 - UNION POLICY GRIEVANCE

Same as full-time agreement.

# ARTICLE 14 - GROUP GRIEVANCE

Same as full-time agreement.

# ARTICLE 15 - EMPLOYER GRIEVANCE

Same as full-time agreement.

# ARTICLE 16 - WITNESSES & INSPECTION

Same as full-time agreement.

# ARTICLE 17 - ARBITRATION PROCEDURE

Same as full-time agreement.

# ARTICLE 18 - PROBATIONARY PERIOD AND SENIORITY

* 1. An employee will be on probation and will not have any seniority standing with the Employer until he has completed four hundred and fifty (450) regular hours of work. It is a condition of this Agreement that the discharge or layoff of a probationary employee or employees during the said probationary period shall not "be the subject matter of a grievance herein".
  2. Upon the successful completion of the probationary period, the employees seniority shall date back four hundred and fifty (450) hours from the date seniority was attained.
  3. Same a full-time agreement.
  4. Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment expressed in hours worked.

# ARTICLE 19 - SENIORITY LISTS

Same as full-time agreement.

# ARTICLE 20 - LOSS OF SENIORITY AND TERMINATION OF SERVICE

Same as full-time agreement.

# Loss of Seniority

* + 1. 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.

# 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.

* + 1. The Union and the Employer agree to abide by the Human Rights Code.

# ARTICLE 21- LAYOFF & RECALLS

* 1. Same as full-time agreement.
  2. The Employer agrees to give as much advance notice of layoffs and recalls as is reasonably possible.

# ARTICLE 22 — TRANSFERS

22.01 -22.05 Same as full-time agreement.

22.06 An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

# ARTICLE 23 - JOB POSTING AND TRANSFERS

Same as full-time agreement.

# ARTICLE 24 - JOB CLASSIFICATION & WAGES

Same as full-time agreement.

# ARTICLE 25 - PAYMENT OF WAGES

* 1. to 25.03 Same as full-time agreement.
  2. Payments shall be made for time-actually worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. If the Employer makes an overpayment of **a days** hours of pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of **a normal days pay**, the employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer. Failure to reach a mutual agreement may be the subject of arbitration. The arbitrator shall consider the interests of the employee and the employer in its determination of a schedule to reimburse the employer.

25.04 Employees covered by this Agreement shall be paid the hourly rate equivalent of the applicable full-time rate of the classification of which they are regularly employed.

# ARTICLE 26 — UNIFORMS

Same as full-time agreement.

# ARTICLE 27 - HOURS OF WORK AND OVERTIME

27.01 (a) Not applicable.

1. Same as full-time agreement.
2. There must be two (2) rest periods of fifteen (15) minutes in each full shift and prorated for employees working less than a full shift. A full shift shall mean seven and one-half (71/2) consecutive hours worked, excluding meal periods and including rest periods. Rest and Meal Periods shall be uninterrupted, except in case of emergency.
3. Same as full-time agreement.
4. Same as full-time agreement.
5. Same as full-time agreement.

# ARTICLE 28 - SHIRT PREMIUMS

Same as full-time agreement.

In Lieu effective November 1, 2017 increase by 0.05¢

# ARTICLE 29 - SCHEDULING OF DAYS OFF

* 1. Work schedules are to be posted at least one (1) week in advance.
  2. Employees covered by this Agreement will not be regularly scheduled for more than twenty two and one-half (221/2) hours per week. However, part-time employees may be offered more work in any week, which the Employee has the option of refusing. Such work shall be offered in accordance with seniority and with due regard to the employee's stated availability for work.
  3. Part-time employees shall not be scheduled for more than seven (7) consecutive days.

# ARTICLE 30 - WAGE PROGRESSION

30.01 Employees having gained seniority shall advance to the next higher wage step for each block accumulation of 1,760 hours of work. Hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked and paid for under the Workers Compensation Act, shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classification.

All hours worked and hours paid during the probationary period (three hundred and seventy- five (375) hours) shall be counted towards hours required to move from the start rate to the one year rate.

# ARTICLE 31- CALL-BACK AND CALL-IN

* 1. Same as full-time agreement.
  2. (a) Not Applicable.

1. Same as full-time agreement.
2. Same as full-time agreement.
3. Same as full-time agreement.

# ARTICLE 32 - MINIMUM HOURS GUARANTEED

Same as full-time agreement.

# ARTICLE 33 -PRORATION FORMULA

**ARTICLE 34 - PAID HOLIDAYS**

Same as full-time agreement.

# ARTICLE 35 — VACATIONS

* 1. Part-time employees who are in the employ of the Employer at the 30th day of April of any year shall be entitled to vacation pay as follows:

TOTAL HOURS PAID VACATION ENTITLEMENT AS OF APRIL 30

0 less than 1,800 hours paid 4% of gross earnings for the vacation year

1,800 to less than 4,500 hours paid 2 calendar weeks' vacation with pay at 4% of gross

earnings for the vacation year.

5,400 hours to less than 14,400 hours paid 3 calendar weeks' vacation with pay at 6% gross

earnings for the vacation year.

14,400 hours to less than 27,000 hours paid 4 calendar weeks' vacation with pay at 8% of gross

earnings for the vacation year.

27,000 hours to less than 36,600 hours paid 5 calendar weeks' vacation with pay at 10% of gross

earnings for the vacation year.

36,600 hours or more paid 6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year.

For accrual purposes only, hours worked to March 14, 1988 and hours paid effective March 15, 1988. On and after March 15, 1988, 1800 hours paid equals one (1) year of service.

* 1. Vacations (Transfers): If an employee transfers from permanent part-time or part-time to full- time or vice versa, the following method shall be used to calculate his vacation service

date: 1800 hours paid equals one (1) year of service.

* 1. For those employees requesting vacation time, vacation will be scheduled during the months of May to September, which shall be taken on a seniority basis within each department. Preference of the employees for vacation time will be indicated to the Employer by the employees in order of seniority, but the Employer will make the final decision as to when vacations can be taken.
  2. Vacation pay shall be paid to all employees by separate cheque and all normal deductions made from Employees' pay shall be made from such vacation pay.

# ARTICLE 36 - HEALTH & WELFARE

**ARTICLE 37 - LEAVES OF ABSENCE**

Same as full-time agreement.

# ARTICLE 38 - PERSONAL LEAVE OF ABSENCE

Same as full-time agreement.

# ARTICLE 39 - LEAVE OF ABSENCE RULES

Same as full-time agreement.

# ARTICLE 40 - PAID EDUCATION LEAVE

Same as full-time agreement.

# ARTICLE 41- INCOME PROTECTION IN CASE OF ILLNESS

Same as full-time agreement.

# ARTICLE 42 - HEALTH & SAFETY

Same as full-time agreement.

# ARTICLE 43 - WORKPLACE SAFETY AND INSURANCE BOARD

* 1. Same as full-time agreement.
  2. Not applicable.
  3. During the period of up to two (2) years, an employee shall have the right to return to work upon the recommendation of the Workers Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her job.
  4. — 43.07 Same as full-time agreement.

# ARTICLE 44 - RETROACTIVE PAY

Same as full-time agreement.

# ARTICLE 45 — GENERAL

Same as full-time agreement.

# ARTICLE 46 - DURATION. TERMINATION & SIGNING OF AGREEMENT

Same as full-time agreement.

# ARTICLE 47 - PENSION PLAN

Same as full-time agreement.

# SCHEDULE "A"

Same as full-time agreement.

# LETTERS OF UNDERSTANDING

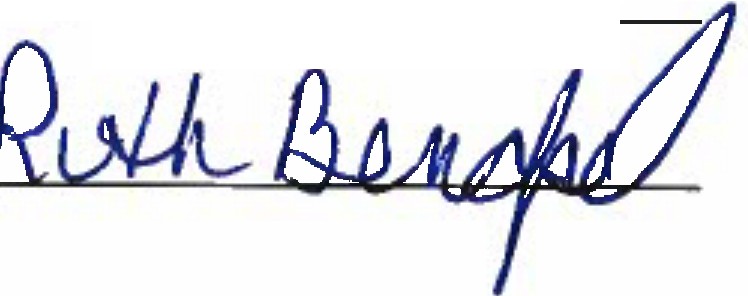
Same as full-time agreement

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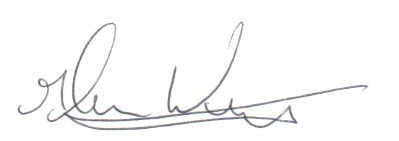
IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the\_ day of , 20 .

Revera Long Term Care Inc. Operating As

Baywoods Place, Main Street, Hamilton UNIFOR and its Local 504

(for the Employer) (for the Union)







# Appendix "A" Workload Review Form

|  |  |
| --- | --- |
| **WORKLOAD REVIEW FORM** | **UNIFOR**  **Loca1504 I Canada** |
| 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. | |

**84** of **85**

# APPENDIX "B"

1. Versa Care Centre, Port Dover
2. Versa Care Centre, Lambeth London
3. Versa Care Centre, Elmwood, London
4. Columbia Forest Long Term Care Centre, Cambridge
5. Baywoods Place Main Street, Hamilton
6. Ridgeview Long Term Care, Stoney Creek
7. Baywoods Place, Main Street, Hamilton
8. Versa Care Centre Carlingview Manor, Ottawa
9. Central Park Lodges Hallowell House, Picton

GW/kmccope343

**85** of **85**

Documents/504Units/Healthcare/ReveraLiving/BaywoodsPlace July 20, 2020