

COLLECTIVE AGREEMENT

- BETWEEN -

**AgeCare AURORA
LONG TERM CARE RESIDENCE
(HEREINAFTER CALLED THE "EMPLOYER")**

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4363
(HEREINAFTER CALLED THE "UNION")**

**TERM OF AGREEMENT
JANUARY 1, 2022 TO DECEMBER 31, 2023**

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ARTICLE 1 - PREAMBLE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement.
- a) To provide for ongoing means of communication between the Union and the Employer;
 - b) To provide for the prompt disposition of grievances and the final settlement of disputes;
 - c) To establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this agreement.

It is recognized that the employees wish to work with the employer to secure the best possible care and health protection for residents.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4363 as the sole and exclusive bargaining agency for all Registered Nurses of Aurora Resthaven save and except the Director of Resident Care, Resident Nursing Service Coordinator, supervisors and persons above the rank of supervisor and the Administrator and hereby consents and agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties to this agreement looking towards a peaceful and amicable settlement of any differences that may arise between them. For the purposes of clarification, the term supervisor does not include the Unit Manager or Building Supervisor.
- 2.02 Work of the Bargaining Unit
Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not normally work on any jobs, which are included in the bargaining unit. However, when it is necessary, reassignment to other employees of work normally performed by members of the bargaining unit shall not result in the termination, lay-off or reduction in hours of any member of the bargaining unit.
- 2.03 The parties hereby agree that in accordance with the Ontario Labour Relations Act, this Agreement is binding on all principals of each party.
- 2.04 No employee shall be required or permitted to make any written or verbal agreement with the employer or his representatives, which may conflict with the terms of the collective agreement.

ARTICLE 3 - DEFINITION

- 3.01
- a) "Employee" shall be members of the bargaining unit as defined in Article 2.01 above; and
 - b) Employees who regularly work more than forty-five (45) hours per (2) week period shall be defined as full-time Employees; and
 - c) Employees who regularly work forty-five (45) hours or less per two (2) week period shall be defined as part-time Employees.
 - d) *Unscheduled part-time – An unscheduled part-time employee is a part-time employee who regularly works less than forty-five (45) hours per two (2) week period on an on call-in as needed basis.*

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that without limiting the generality of the foregoing it is the exclusive function of the Employer to operate and manage the Home in all respects and:

- a) To maintain order, discipline and efficiency, establish, enforce and revise from time to time reasonable written rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy to be sent to the Union Local);
- b) To hire, discharge, layoff, assign duties, direct, transfer, classify, promote, demote and discipline employees, provided that a claim of discriminatory classifications, transfers, promotion, demotion, discipline, or a claim by an employee who has completed her probationary period that she has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- c) To determine the services to be rendered, the methods, the work procedures, the kind and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services.

Without restricting or limiting the generality of the foregoing, the Employer retains all rights and privileges and responsibilities of management not specifically relinquished or modified by this agreement.

4.02 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and terms of the agreement.

ARTICLE 5 - UNION DUES AND SECURITY

5.01 Effective from the first day of the month following the date of first employment, the Employer will deduct from every employees pay any dues levied by the Union on its members. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked off and shall provide thirty (30) days written notice of any changes.

Deductions

Deductions for Employees shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Union no later than 15 (fifteen) days following the end of the month in which deductions were made, and accompanied by the names, amounts, addresses, and classifications of employees from whose wages the deductions have been made. The list shall also indicate whether an employee is full-time or part-time. A copy of this list will also be forwarded to the Secretary of the Local Union. Monthly, as they become known to the Employer, changes of address will be listed. The Union agrees to keep the Employer advised as to the name and address of the National Secretary-Treasurer in Ottawa, and the amount of the dues deduction to be made.

5.02 The Employer shall indicate on the employee's T-4 income tax slips the amount of union dues deducted from their pay during the tax year. The Employer shall be saved harmless by the Union for all deductions and payments made.

5.03 All Employees to be Members

All employees covered by this agreement as a condition of continued employment shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the Union from the first day of employment.

5.04 Two (2) copies of a list of employees covered by this collective agreement and their names, addresses and telephone numbers shall be provided to the Union Local in December and June of each year. The Union shall indemnify and save the Employer harmless with respect to the provision of this information.

ARTICLE 6 – NO STRIKES / NO LOCKOUTS

6.01 There shall be no "strikes" or "lockouts" as long as this Agreement continues to operate.

6.02 Definition of the terms, "strike" and "lockouts" as used in Article 6.01 above, shall be in accordance with the Ontario Labour Relations Act and amendments thereto.

6.03 Unresolved contract issues arising during negotiations shall be submitted to conciliation and arbitration under the Hospital Labour Disputes Arbitration Act.

ARTICLE 7 – UNION REPRESENTATION AND COMMITTEES

- 7.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect stewards, to a maximum of two (2), whose duties shall be to assist any employee in preparing and in presenting her grievances according to the grievance procedure.
- 7.02 The Union shall notify the Employer, in writing, of the names of those Stewards so elected or appointed. The Employer shall not be required to recognize such persons until they are in receipt of such notice.
- 7.03 A Steward or an officer shall have the right to investigate and process grievances arising under this Agreement for reasonable period during their working hours, without loss of pay, (provided they first get permission from the supervisor and report back to the supervisor when finished union business). Such permission shall not be unreasonably withheld. Stewards or Officers shall not leave the Employer's premises during such a period. They shall not, however, interfere with the normal operation of the nursing home.
- 7.04 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have reasonable access to the Employer's premise upon request in order to investigate and assist in the settlement of grievances.
- 7.05 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper union authorization. To facilitate proper representation, the Union will supply the Employer with the names of its officers. Similarly the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to conduct the Union-Employer business.
- 7.06 Labour Management Committee
- a) There shall be a Labour Management Committee consisting of three (3) members of the Union, selected by the Union, and an equal number of management representatives.
 - b) The purpose of the Committee is to discuss issues which relate to the workplace which effect either the Union, Employer or any employee. Problems with workload issues shall be discussed at Labour Management meetings and every reasonable attempt will be made to find a resolution.
 - c) The Committee will meet at least once every three (3) months. At the request of either party extra meetings will be held. Such meetings will be scheduled with due consideration for the operation of the nursing home.

7.07 Bargaining Committee

The Employer agrees to recognize a negotiating committee comprised of two (2) employee representatives of the Union for the purpose of negotiating a collective agreement. The Employer agrees to pay members of the negotiating committee for all time lost from regularly scheduled hours while in negotiation for a collective agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representative of the Canadian Union of Public Employees when negotiating with the Home.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.01 A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

8.02 At the time formal discipline is imposed, or at any stage of the grievance procedure, an employee shall have the right, upon request, to the presence of her steward. In the case of discipline, suspension or discharge the Home shall ensure the presence of a steward or elected union representative, **(which shall include to mean by phone if not physically available)**. A suspension or discharge shall not be an "official" suspension or discharge until it is done in the presence of a steward.

8.03 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 **they have** first given **their** immediate supervisor the opportunity of adjusting her complaint.

Step No. 1

The employee may submit a written grievance signed by the employee to her immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver her decision in writing within seven (7) working days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within ten (10) days following the receipt of the decision under Step No. 1, the employee may submit the written grievance to the Home Administrator who will deliver her decision in writing within seven (7) working days from the date on which the written grievance was presented to her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Home Administrator are the same person. Failing settlement then:

Step No. 3

Within seven (7) working days following the decision in Step No. 2, the grievance may be submitted in writing to the President of the Home or his designee. A meeting will then be held between the President of the Home or his designee and the Grievance Committee within seven (7) working days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the President of the Home or the designee may have such counsel and assistance as may be desired at such meeting. The decision of the Home shall be delivered in writing within seven (7) working days following the date of such meeting.

8.04 Arbitration

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided.

8.05 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement within twenty-five (25) working days following the decision in Step No. 3. and at the same time name a nominee. Within fifteen (15) working days thereafter, the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application hereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of ten (10) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

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

8.07 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.08 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. However, the Board shall have the power to dispose of any grievance by any arrangement, which in its opinion it deems just and equitable.

8.09 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Board of Arbitration may make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance in question.

- 8.10 Each of the parties shall pay its' own expenses including pay for witnesses and the expense of its own nominee and one-half of the expenses and fees of the Chairperson.
- 8.11 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- 8.12 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.
- 8.13 The parties may agree that there are circumstances where the services of a grievance mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances.
- By mutual agreement the parties may extend the limits and utilize the services of a Mediator.
- The cost of the Mediator will be shared between the parties.
- 8.14 The parties may, by written agreement, substitute a sole Arbitration for the Board of Arbitration and the Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration.
- 8.15 All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Union will be final and binding upon the Home and the Union and the employees.
- 8.16 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 chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.17 Policy Grievance
- A complaint or grievance arising directly between the Home and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within seven (7) working days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could herself institute and the regular grievance procedure shall not be thereby bypassed.
- 8.18 Group Grievance
- Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or her designee within seven (7) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance

shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.19 Safety Grievances

An employee or a group of employees who are required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

ARTICLE 9 – DISCHARGE AND DISCIPLINE

9.01 A claim by an employee who has completed her probationary period that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Home at Step No. 3 within seven (7) working days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- a) Confirming the Home's action in dismissing the employee, or
- b) Reinstating the employee with or without full compensation for the time lost; or
- c) By any other arrangement which may be deemed just and equitable.

Wherever the Home deems it necessary to suspend or discharge an employee, the Home shall notify the Union of such suspension or discharge in writing. The Home agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

9.02 Adverse Report

An employee shall be notified in writing of any expression of dissatisfaction concerning her work within ten (10) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of her record for use against her at any time. The Employee's reply shall form part of his/her record.

9.03 Letters of warning shall not be used against an employee after one (1) year from the occurrence of the incident, provided that no similar offence was committed in this period. Suspensions shall not be used against an employee after eighteen (18) months from the occurrence of the incident, provided that no similar offence was committed in that period.

9.04 Right to Have Steward Present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview.

The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

9.05 Access to Personnel File

At a time mutually agreed to between the Employer and employee, an employee shall have the right during normal business hours of the administration office to have access to have a copy of and review his/her personnel file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 10 - SENIORITY

10.01 Seniority is defined as the length of service in the bargaining unit and shall be used as a factor in determining preference or priority for promotion, transfer, demotions, vacations, layoffs and recalls, providing the senior person has the ability to perform the work involved.

10.02 For the purposes of vacation entitlement seniority shall run from the RN's date of last hire. For all other purposes seniority shall be recognized by the Employer and shall accumulate for all the RN's on the basis of one (1) year for each 1600 hours worked. Hours worked and paid for, hours not worked and paid for by the Employer, hours not worked and paid for under Workers' Compensation, maternity and adoption leave, weekly indemnity and the first calendar month of an unpaid discretionary leave of absence shall be considered hours worked for the purposes of computing seniority.

10.03 The Employer shall maintain a seniority list. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on June 30 and December 31 of each year.

10.04 Except as set out in this agreement, an employee shall not lose seniority rights, if she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

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

- a) Voluntarily quits the employ of the Employer without providing appropriate written notice;
- b) Resigns with appropriate written notice and does not withdraw her resignation within five (5) working days;
- c) Is discharged and not reinstated through the grievance/arbitration procedure;
- d) Retires or is retired;

- e) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing to the Home a satisfactory reason;
 - f) Has been laid off for twenty-four (24) months;
 - g) If the employee has been laid off and fails to notify Employer within seven (7) calendar days and fails to return to work within fourteen (14) calendar days after the employee has been notified by the Home through registered mail of her return to work;
 - h) Is off work due to illness for twenty-four (24) months and there is no likelihood of her returning to work; and
 - i) Fails to report on the first day following expiration of a personal leave of absence, unless the employee has a justifiable reason.
- 10.05 No employee shall be promoted or transferred to a position outside the bargaining unit without her consent. If an employee is promoted or transferred to a position outside of the bargaining unit she shall retain her seniority acquired at the date of leaving the unit for a period of not more than one (1) year. After completion of the employee's probationary period for the position such an employee may only return to the bargaining unit through the posting procedure. Such return shall be discussed between the Union and the Employer.
- 10.06 Probationary Period
Full-time RN's shall serve a probationary period of four hundred and fifty (450) hours and part-time RN's of three hundred and seventy-five (375) hours actually worked. Upon completion of the probationary period, an RN shall obtain seniority which shall be calculated from the hiring date.
- 10.07 An RN who resigns her position shall provide a minimum of two (2) weeks' notice to the Employer. A Building Supervisor or Unit Manager who resigns her position shall provide a minimum of three (3) weeks' notice to the Employer.

ARTICLE 11 – LAYOFFS AND RECALL

11.01 Definition of Layoff

"Layoff" shall include a reduction in the normal daily or weekly hours of work of one (1) or more full-time or part-time employees.

Except for legitimate operational reasons, no full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one (1) or more part-time employees.

11.02 Lay-off Notice

In the event of a proposed layoff of a permanent or long term nature of thirteen weeks or more or the elimination of a position within the bargaining unit, the Employer will:

- i) Provide the Union with no less than twelve (12) weeks written notice of the proposed layoff or elimination of position; and
- ii) Provide to the affected employee(s), if any, no less than eight (8) weeks written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

11.03 Layoff and Recall Procedure

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

An employee in receipt of notice of lay-off may:

- a) Accept the layoff; or
- b) Displace another employee who has lesser bargaining unit seniority. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of lay-off.

An Employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the employer of his or her intention to do so and the position claimed within six (6) days after receiving the notice of layoff.

11.04 Recall

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she is qualified and able to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.
- b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the employer shall not act in an arbitrary or unfair manner.
- c) An employee recalled to work in a different shift or unit from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- d) 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 to perform the work available.

- e) The employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the employer. 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 to work. The employee is solely responsible for his or her proper address being on record with the employer.
 - f) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- 11.05 a) Staff Planning Meetings
- Where the Employer identifies that a reduction in staffing may be necessary the Employer shall, prior to giving to the employees any notice of layoff, including reduction in hours, meet with the Union as soon as reasonably possible to discuss the situation and any possible means of minimizing staff impact. The Committee will further discuss alternatives to reducing full-time positions. Prior to such formal meeting or meetings taking place, the Employer shall provide the Union with pertinent financial and staffing information upon which the Employer's concern is based, together with an explanation of that information as is reasonably required.
- b) Severance Pay
- In the event an employee has their employment terminated pursuant to section 10.04 h) or of a permanent lay-off or a temporary lay-off that becomes permanent, an employee whose recall rights have expired and/or an employee who renounces his/her recall rights and thereby resigns shall be paid severance pay of one and one-half (1½) weeks per year of service.
- 11.06 Grievances on Layoffs
- Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.
- 11.07 In the event of a layoff of a full time employee, the Employer shall pay its share of the insured benefit premiums for the duration of the entitled notice period provided for in article 11.02.
- 11.08 Laid off employees shall retain seniority, service and recall rights for twenty-four (24) months from the last date of layoff.

ARTICLE 12 – CONTRACTING OUT

- 12.01 The Employer agrees that all work or services normally performed by employees in the bargaining unit shall not be contracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or employee outside of the bargaining unit, except:
- i) For purposes of instruction;
 - ii) In the event of an emergency situation;
 - iii) When performing developmental or experimental work; or
 - iv) When employees are not readily available.

ARTICLE 13 – JOB POSTING

- 13.01 Both parties recognize the principle of promotion within the service of the employer and that job opportunity should increase in proportion to length and quality of service.
- 13.02
- a) All job vacancies and new positions shall be filled in accordance with the job posting procedure. Vacancies shall be posted within five (5) business days of the resignation of an employee or when the position becomes vacant.
 - b) Temporary vacancies due to Parental Leave, long term illness, leaves of absence or vacation coverage anticipated to exceed five (5) weeks shall be posted to enable short hour employees or part-time employees to make application.
- 13.03 When a vacancy occurs, the Employer shall notify the Union in writing and post notice of the vacancy or position on all bulletin boards for a minimum of one (1) full week. Application for the vacancy shall be in writing and submitted to the Administrator, or designate.
- 13.04 Each notice shall contain the following information:
- a) Nature of the position – job description and start date
 - b) Qualifications
 - c) Shifts to be worked and normal number of shifts per pay period.
- 13.05 Both parties recognize:
- a) The principle of promotion within the service of the Employer
 - b) That job opportunity should increase in proportion to length and quality of service.

Therefore, in making staff changes, transfers, or promotions for regular RN positions, appointment shall be made to the senior applicant able to meet the normal requirements of the job.

In making staff changes, transfers or promotions for the position of Unit Manager or Building Supervisor, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors (other than seniority) are equal, the applicant with the most seniority shall fill the vacancy.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The Employer may fill the vacancy on a temporary basis until a permanent candidate has been selected.

- 13.06 The successful applicant shall be placed on trial for a period of one (1) month. Conditional on satisfactory service, the employee shall be declared permanent after the one (1) month period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee so requests, she shall be returned to her former position without loss of seniority, wage or salary rate. Any other employee promoted or transferred as a result of the rearrangement shall also be returned to her former position without loss of seniority.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 a) RN's shall be entitled to the following holidays paid at regular rates in addition to supervisor's pay and/or shift premiums, if applicable:

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day (July 1)	Civic Holiday
Labour Day	Thanksgiving Day	Christmas Day
Boxing Day	Two (2) Floating Holidays	

One floating holiday shall be earned for every three (3) months worked to a maximum of two (2).

- b) The floating holiday (s) shall be taken at a time mutually agreed upon between the Employer and the RN and shall not be cumulative. The RN shall try to provide the Employer with twenty-eight (28) days' notice of when she wishes to take the floating holiday(s). Floating holidays cannot be accumulated from one year to another.
- c) In a Home where float holidays exists, in order to qualify for the float holidays, a newly hired employee must have completed their probationary period to be eligible.
- d) If another federal, provincial, or municipal holiday should be proclaimed during the term of the Agreement, such additional proclaimed holiday shall replace one of the paid holidays designated as a Floating Holiday.

- 14.02 An RN who works on a paid holiday shall be paid at the rate of one and one-half (1½ x) the regular hourly rate for each hour worked, in addition to regular wages with shift premiums and/or supervisor's pay if applicable for the holiday. Instead of receiving regular wages for the holiday, such a RN if the RN so requests may be given a day off with pay in lieu thereof to be scheduled by mutual agreement within a period of four (4) weeks after the holiday. Pursuant to 14.05, the lieu day must be taken within one hundred and eighty (180) days from the date of the holiday. Failing agreement the Employer may either schedule the lieu day or pay an additional day's pay.
- 14.03 a) An RN shall not be entitled to statutory holiday pay unless she reports for work on her last scheduled shift before the holiday and on her first scheduled shift after the holiday. This restriction shall not apply if the RN is excused in writing by her supervisor or administrator, or if she is ill on one of the qualifying days and produces an appropriate doctor's certificate pursuant to 19.03.
- b) An RN shall not be entitled to statutory holiday pay and sick leave on the same day. If a RN is ill on a holiday, she shall only receive holiday pay. If a RN is absent on a paid holiday when scheduled to work, she shall forfeit pay for the day unless such absence is due to illness or injury. The Employer may require an appropriate medical certificate to substantiate such illness or injury.
- 14.04 The Employer shall endeavour to schedule each RN to have either Christmas Day or New Year's Day off except by mutual consent. If a RN has worked on Christmas Day, the Employer shall not schedule her for Christmas Day the following year. When scheduling either Christmas Day or New Year's Day off, the Employer shall also endeavor to also schedule the day before such holiday off.
- Part-time and casual employees shall provide their availability in writing to work during the Christmas New Year's period two (2) weeks prior to the posting of the Christmas schedule.
- 14.05 Full-time employees who are required to work on any of the above-listed holidays, and actually do work on any of those holidays, shall be allowed to take the earned lieu day at a time mutually agreed upon between the Employer and the employee within ninety (90) days from the date of the holiday provided that:
- 1) They notify their supervisor, in writing, at least twenty (20) days prior to the posting of the schedule covering the dates they desire to be off. Such request is not to be unreasonably denied and be provided normally within seven (7) days.
 - 2) These lieu days cannot be taken until earned.
 - 3) Any lieu days not taken within the one hundred and eighty (180) day period, the Employer may either schedule the lieu day or be paid out on the next payroll.
- 14.06 Requests for time off pursuant to this provision shall be granted on a seniority basis twenty-four (24) hours after of receipt by the Supervisor.

14.07 Compensation for Holidays Falling on Scheduled Day Off

If a holiday falls on a full-time employee's regular day off, the employee will receive either one (1) regular day's pay or a compensating day off in lieu thereof within one hundred and eighty (180) days after the holiday.

14.08 If so requested, full-time employees scheduled off on a weekend should be scheduled off on a Paid Holiday falling on the subsequent Monday subject to available replacement staff.

14.09 Part-time employees who work on a paid holiday, as set out in 14.01 a) shall receive one and one-half times (1½ x) pay for all hours so worked.

ARTICLE 15 - HOURS OF WORK

15.01 Standard Daily Hours

The normal hours of work shall be seven and one-half (7½) hours. The normal bi-weekly work period for full-time employees shall be more than forty-five (45) hours per two (2) week period, but not greater than seventy-five (75) hours.

15.02 Average Bi-Weekly Hours

The normal bi-weekly hours shall average greater than forty-five (45) hours over a two (2) week period for full-time RN's and forty-five (45) hours or less for part-time RN's.

15.03 Working Schedule

- a) The Employer shall attempt to provide that days off shall be scheduled in such a way as to provide every second weekend off.
- b) The Employer shall not move employees from one shift to another without mutual consent.
- c) Effective the date of the new master schedule, the Employer shall provide that the hours and days off work of each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the consent of the employee.
- d) Employees are not required to work split shifts or rotating shifts.
- e) RN's may exchange shifts with their shift partners after advising their supervisor or her designate. Any other exchange of shifts requires the approval of the supervisor or her designate. The overtime provisions of this Agreement shall not apply in this circumstance.
- f) In the event that a meal period is interrupted requiring an employee to attend to a work related problem, then the balance of the unused meal period within two (2) hours of the interruption. If the employee is unable to reschedule such time, she shall be paid time and one-half (1½) her regular straight time hourly rate for all time worked in excess of her normal daily hours, in accordance with Article 16.

- g) Expect in exceptional circumstances, no employee will be required to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

15.04 a) The Employer shall maintain a list of employees who wish to be available for call-in. Employees on the call-in list shall be called in order of seniority beginning with the most senior employee, until the staff shortage is filled. **All employees wishing to be on the call-in list shall advise the Employer at any time and the list will be updated accordingly.**

- b) Each call will be indicated on the call-in sheet as to "worked", "no answer", "refused". "No answer", "message left" and "refused" shall be counted as "worked" for the purpose of call-in rotation.
- c) Succeeding call-ins will commence with the person listed below the last person to accept a call-in and so on, on a rotational basis.
- d) The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work, until such time as all employees who are available would be eligible for overtime pay.
- e) Should there be an indication that the replacement required will be for an extended period of two (2) days or more, those shifts will be offered first to the job shadow of the absent employee and then to an available part-time staff member in order of seniority.
- f) If an employee refuses six (6) call-ins in four (4) pay periods, their name may be removed from the call-in list.
- g) An employee may advise the Employer in advance that she will be unavailable for call-ins on specific days. Such days shall not be counted as refusal for call-ins.
- h) When scheduled time becomes available due to vacations, long-term illnesses or leaves or absences of a duration less than four (4) weeks, the employer shall first offer the available time to the job shadow of the absent employee and then shall distribute the remaining available time equally among the employees in parcels of five (5) day periods on a rotating seniority basis.

15.05 Reporting Pay Guarantees

An employee reporting for work for any scheduled shift shall be guaranteed at least four (4) hours of work. If no work is available, the employee shall be paid a minimum of four hours wages. The Employer may require the employee to perform available work within her job scope.

15.06 If an RN is required to work two (2) shifts with less than sixteen (16) hours between shifts then the second shift shall be paid at the rate of time and one-half (1½ x) the RN's regular rate of pay. No overtime shall be paid to an RN where the second shift worked is due to an exchange of shifts with another RN.

15.07 Paid Rest or Relief Periods

Each employee who works a seven and one-half (7½) hours shift shall receive a one-half (½) hour unpaid meal break and two (2) fifteen minute paid rest periods. One fifteen (15) minute rest period shall be during the first half of the shift and the other fifteen (15) minute rest period shall be in the second half of the shift in an area made available to them. Meal breaks shall not be considered time worked.

15.08 If an employee is called into work within one-half hour of the commencement of the shift and attends at work within one hour after the commencement of the shift she will be paid for the full shift.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

All approved time worked beyond the normal work day, the normal work week, or on a holiday as defined in the Agreement shall be considered as overtime.

16.02 Compensation for Work after Daily Scheduled Hours

When an employee works approved time after regular daily hours (7½), the employee shall be paid at the rate of time and one-half (1½ x) for all time worked beyond 7.5 hours.

16.03 When an employee works approved time beyond seventy-five (75) hours in a 2 week pay period, the employee shall be paid at the rate of time and one-half (1½ x) for all time worked beyond seventy-five (75) hours.

16.04 Payments for or Supply of Meals

Employees required to work more than three (3) hours overtime shall be provided with a meal.

16.05 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

16.06 Calculating Overtime Rates

An employee who is absent on approved time off during her scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence, shall for the purpose of computing overtime pay, be considered as if she had worked during her regular hours during such absence.

16.07 Sharing of Overtime

Overtime and call-back time shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

16.08 Overtime During Layoffs

Except in case of emergency, there shall be no overtime worked while there are employees on layoff able to perform the available work.

16.09 Call-Back Pay Guarantee

When an employee is "called back" after leaving the premises and reports for work she shall be paid for a minimum of three (3) hours at overtime rates. This provision shall not apply in the case of an employee required to work immediately prior to the commencement or immediately after the end of her regular shift.

16.10 Time Off in Lieu of Overtime

Time off in lieu of overtime pay may be taken on a mutually agreed upon basis between the employee and the Home. The employee shall be paid overtime unless she notifies the Employer otherwise at the time she accepts the overtime.

ARTICLE 17 - SHIFT WORK

17.01 Definition of Shifts

For the purpose of defining weekends, holiday pay, etc., the parties agree that the "first shift" of the day is the one that commences at or about 11:00 p.m. the evening before.

Those RN's working the night shift, when the change from daylight saving time to standard time or vice versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

17.02 Shift Premiums

- a) **Effective December 13, 2023**, all RN's who work the evening shift shall receive a shift differential of **one dollar and twenty cents (\$1.20)** per hour. All RN's who work the night shift shall receive a shift differential of **one dollar and twenty cents (\$1.20)** per hour. Shift premium shall be paid for any hour in which a RN receives overtime premium, but shift premiums shall not form part of a RN's straight time hourly rate.
- b) **Effective December 13, 2023**, employees shall be paid a weekend premium of **one dollar (\$1.00)** per hour, commencing at 11:00 p.m. Friday night and ending at 11:00 p.m. Sunday night.

17.03 Responsibility Allowance

- a) Where a RN is designated in writing to fill in for the Director of Care, the RN shall be paid ten dollars (\$10.00) per shift as a premium for acting as Director of Care, in addition to any premium she may have been eligible to receive as a Unit Manager.

- b) Where an RN is required to cover two (2) floors due to a registered staff absence or shortage, she shall be paid a premium of thirteen (\$13.00) dollars for the shift in addition to any other premiums she may be entitled.
- c) Where an RN on day shift has no registered staff (RN or RPN) assisting her during the normally allotted hours due to absence or shortage, she shall be paid an additional ten (\$10.00) dollars premium for the shift. In addition to any other premiums she may be entitled.
- d) Where a RN is designated to fulfill the responsibilities as a Building Supervisor during the evening, night and weekend shifts, the RN shall be paid thirteen (\$13.00) per shift as a premium for the shift in addition to any other premiums she may be entitled.

Where a RN is designated to fulfill the responsibilities as a Unit Manager during the day shift, the RN shall be paid thirteen dollars (\$13.00) per shift as a premium for the shift in addition to any other premiums she may be entitled.

17.04 In-Service Training

- a) Where the Employer offers to pay an employee for time spent at an in-service or the in-service is provided during her scheduled time, attendance at such in-service shall be mandatory. A minimum of one (1) weeks' notice shall be provided for a mandatory in-service.
- b) Where an employee attends a meeting of a Home committee she shall be paid at her regular rate of pay and all benefits and allowances shall apply. Such payment shall not be subject to the overtime provisions of the Collective Agreement unless the in-service takes place outside of the RN's normal working schedule.

ARTICLE 18 – VACATIONS

18.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited seniority based on anniversary date of hire.

Period Worked	Time Off	Rate
Less than 1 year	1 day for each month of service to a maximum of 10 days	4%
1 year, but less than 2 years	2 weeks	4%
2 years, but less than 6 years	3 weeks	6%
6 years, but less than 15 years	4 weeks	8%
15 years, but less than 20 years	5 weeks	10%
20 years, but less than 28 years	6 weeks	12%
28 years or more	7 weeks	14%

The percentage of vacation pay will be paid on earnings of the previous calendar year. In no event shall an employee be entitled to take more than five (5) days' vacation in individual days.

18.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls on, or is observed during an employee's vacation period, she shall be allowed an additional day's paid vacation. In providing the additional days' vacation, the staffing needs of the Employer are to be considered.

18.03 The vacation pay described above for each week of vacation being taken, shall be paid to an employee on the pay day preceding the vacation if requested in writing no later than the 14th of the month prior to the pay day on which payment is required, or alternatively shall be paid on the payroll covering the period of vacation.

18.04 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to vacation pay pro-rated.

- 18.05
- a) The vacation period shall be from July 1st of one (1) year to June 30th of the following year.
 - b) It is to be understood the maintenance of sufficient staff for patient care is essential, therefore a maximum of two (2) RN's may be off on vacation at any time, subject to the Employer's discretion to allow three (3) RN's to be off on vacation at the same time if there is replacement staff available.
 - c) Seniority shall govern preference for selecting vacation time.
 - d) No vacation shall be allowed for the period from December 15th to January 7th. However, the Employer agrees to allow one (1) RN to take vacation during this period on a rotating seniority basis, provided that this does not adversely affect the operations of the Home.

18.06 Vacation Schedules

Vacation schedules shall be posted by June 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

Vacations shall run from Monday to Sunday.

18.07 Unbroken Vacation Period

An employee shall be entitled to received her vacation in an unbroken period of up to three (3) weeks unless otherwise mutually agreed upon between the employees and the Employer. An employee may take a maximum of three (3) weeks of vacation in July and August, unless there is still available vacation time in this period after all employees have requested their vacation time.

18.08 Vacation Re Sick Leave

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 and recuperation shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

18.09 Work While on Vacation

Should an employee, who has commenced her scheduled vacation, agree, upon the request of the Home, to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times her basic straight time rate for all hours so worked. To replace the originally scheduled vacation days on which such work was performed, the employee will receive one (1) unpaid vacation day off for each day worked.

18.10 One (1) week of vacation may be carried over from one year to another by mutual written agreement between the employee and the Administrator. The one (1) week of vacation carried over must be taken in the next vacation year together with all other eligible vacations for that year.

- 18.11
- a) Once the employee has taken a minimum of two (2) weeks' vacation, she may request one (1) additional payout during the year to cover vacation monies earned but not taken. The employee shall give the Employer three (3) weeks' notice of her desire to exercise this option.
 - b) It is acknowledged that this article will be interpreted to mean that an employee, after taking two (2) weeks' vacation, may request a full payment of all vacation monies earned but not taken, and may then take the rest of her vacation at a later date pursuant to the agreement without pay.

18.12 Should an employee not request vacation in advance, a request for vacation must be submitted in writing four (4) weeks prior to her requested vacation date. Such requests will be dealt with on the basis of staff requirements. Seniority shall govern for employees vacation requests. Employees will be advised of vacation approval in writing normally within seven (7) days of such request.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

Sick leave means a period of time an employee is absent from work by virtue of being unable to work because of sickness, or accident for which compensation is not payable under the Workers' Compensation Act. The employee will receive a full day's pay for each such day of sick leave to the extent that she has sufficient credits.

- 19.02
- a) After completion of the probationary period, each RN shall be credited with three (3) paid sick day credits.
 - b) Additional sick day credits shall accumulate for all RN's at the rate of one (1) day per month to a total maximum accumulation of twelve (12) days. Full-time RN's shall be credited with one (1) day for every calendar month worked
 - c) A RN who is ill on a day when she is scheduled to work for the Employer will be paid by the Employer for all scheduled time missed to a maximum of three (3) scheduled days for each illness and such payment shall be deducted from her accumulated sick day credits.
 - d) When illness continues beyond the RN's third (3rd) scheduled day, the employee must apply for weekly indemnity benefits using forms made available at the Employer's office. It shall be the employee's obligation to complete her portion of this form, and to obtain the required medical information from her doctor. The Employer shall make every effort to ensure that the RN receives payment of weekly indemnity benefits within four (4) weeks of the day when the properly completed form is returned to the Employer's office. Should the insurance carrier fail to meet this deadline, the Employer shall advance the appropriate sum upon the RN's request, and the RN shall sign over to the Employer any insurance cheques covering monies already advanced by the Employer.
 - e) An employee who becomes ill during working hours shall be paid sick pay for the balance of her scheduled shift.
 - f) Where an RN does not utilize all sick leave credits within the period from December 1st to November 30th in any year, then the employee may carry over three (3) days of existing sick leave credits to the following year and in addition shall receive a partial payment of accrued sick leave on the following basis on or about December 15th of that year:
 - i) No credits used - Six (6) days pay at regular rate
 - ii) One (1) credit used - Five (5) days pay at regular rate
 - iii) Two (2) credits used - Four (4) days pay at regular rate
 - iv) Three (3) credits used - Three (3) days pay at regular rate
 - v) Four (4) credits used - Two (2) days pay at regular rate
 - vi) Five (5) credits used - One (1) days pay at regular rate
 - g) The pay out of sick leave credits in December of any year will be at the rate of pay in effect prior to October 1st of that year since the sick leave payout is for credits accrued during that year.
 - h) An employee off work for more than one (1) week shall provide forty-eight (48) hours' notice of her readiness to return to work.
 - i) If an employee accepts a call-in less than twenty-four (24) hours prior to the commencement of the shift and then calls in sick, she will not be paid sick leave.

- j) An employee off work due to illness and entitled to sick pay shall not engage in any paid employment during the time she is off work. If this does occur, her employment shall be terminated.

19.03 Proof of Illness

Where the Employer requires an employee to produce proof of illness in the form of a certificate from a legally qualified medical practitioner for any absence due to illness or accident, the Employer shall pay a reasonable cost for each certificate required.

19.04 Sick Leave on Termination, Retirement or Transfer

An employee having accrued sick leave to her credit, with more than five (5) year's continuous and uninterrupted service, shall on severance or retirement, be entitled to be paid at the rate of pay effective immediately prior to severance or retirement, the equivalent to her pro rata share of accumulated sick leave credits pursuant to 19.02 f).

If an RN retires after a minimum of ten (10) years of service she shall be entitled to payout of eighty per cent (80%) of her accumulated sick time.

If an employee changes her status from full-time to part-time, all accumulated sick time shall be maintained for future use.

19.05 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at her regular rate of pay without deduction for sick leave unless a doctor or registered nurse states that the employee is fit for further work on that shift.

19.06 Workers' Compensation Pay Supplement

- a) An employee who is no longer deemed to have a compensable injury shall be placed in her former or equivalent position with the Employer provided she supplies a medical certificate certifying that she is physically able to perform the available work.
- b) An injured employee shall have a period of two (2) years within which she shall retain seniority; within these two (2) years she shall have the right to return to work, but only if her doctor indicates to the Employer that she is physically able to perform her normal job. If an employee returns to work within a two (2) year period, she shall regain her former job or its equivalent without loss of seniority or benefits accrued to the date of injury. In such a case, the returning employee will displace an employee with less seniority in the department to which the former is returning.
- c) If an employee returns to work under the modified work program, such return shall be considered a continuation of her current period on Workers' Compensation.

19.07 Self Isolation Pay

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such isolation, the employee will be entitled to use sick-leave, vacation or lieu entitlements for any hour of work lost during such period.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 An employee may request a leave of absence without pay of up to twelve (12) months provided she gives the Employer reasonable notice in writing. The notice shall set out the reasons for the proposed leave of absence. Approval of such leave shall be at the discretion of the Employer and the response to the request shall be given in writing. All benefits except seniority shall stop accumulating when a leave of absence exceeds two (2) months if employed less than two (2) years, and three (3) months if employed two (2) years or more. Seniority for a leave of absence shall only accrue for one (1) month. Previous accumulated seniority will be maintained.

20.02 The Employer shall not unreasonably withhold permission for leave of absence; however, the Employer has the right to refuse leave of absence if such leave would unreasonably interfere with its normal operations.

20.03 Paid Bereavement Leave

- a) An employee who is bereaved of spouse, common law spouse, ex-spouse if she is the parent of surviving children under the age of (18), parent or child shall be granted a leave of absence of five (5) days with pay.
- b) An employee who is bereaved of grandparents, grandchildren, sister or brother shall be granted a leave of absence of four (4) days with pay.
- c) An employee who is bereaved of a mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law shall be granted a leave of absence of three (3) days with pay.
An employee who is bereaved of an aunt, uncle, niece or nephew, shall be granted a leave of absence of one (1) day with pay.
- d) Bereavement pay shall apply only to days upon which the employee was scheduled to work.
- e) When it is necessary because of distance, an employee may apply for a personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.
- f) The employee will be allowed to save one (1) day to attend the memorial service.

20.04 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended or as covered under this Collective Agreement.

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

- ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) The employee may shorten the duration of the leave of absence under this article upon giving the employer two (2) weeks' notice of her intention to return to work.

Additional leave of absence may be taken under 20.04 a) i) Parental Leave.

- a) An employee who does not apply for leave of absence under 20.04 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 20.04 a) i) 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.

An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance Act, shall be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit. 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 normal weekly hours for an employee working less than seventy-five (75) hours bi-weekly shall be calculated by using the same period used for calculation of Employment Insurance benefit.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums and pays her portion by the fifteen (15th) of the month that the premiums are due.
- d) 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. On her return to work the Employer shall reinstate the employee to her former position or if the position no longer exists provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began.

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

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 20.04 d).
- f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- g) 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.
- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- i) Parental Leave
 - i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or

the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- ii) 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.
- iii) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer two (2) weeks written notice of the date the leave is to begin and to end.
- v) For the purposes of Parental Leave the provisions under 20.04 c), d), e), f), g) and h) shall also apply.

20.05 Jury or Witness Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received. Where an RN is required to be a witness at a College of Nurses hearing, a coroner's inquest or similar situation in a matter relating to Aurora Resthaven, the RN will be paid for any scheduled shifts missed. It shall be the RN's responsibility to advise the Employer immediately of the date (s) she is to serve on jury duty.

20.06 Education Leave

Where an employee is required by the Employer to attend a course or workshop, the employer agrees to pay any applicable fee and the Employer agrees to compensate such employees for the time off from work as a result of attending the course or workshop.

Where the examination is held during the employee's regularly scheduled shift, the employee shall be granted sufficient paid leave to attend the examination.

The Employer shall make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Employer.

20.07 Leave for Union Conventions, etc.

Upon three (3) weeks' notice the Employer shall allow a maximum of two (2) employees at any one time, leave of absence without pay and without loss of seniority in order

that they may attend union conventions, conferences or seminars subject to available staffing for the Home. Permission shall not be unreasonably withheld.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 The Employer agrees to contribute one hundred per cent (100%) of the premium cost at the single or family rate of the following plans for all full-time RN's who have completed their probationary period:

- a) A life insurance plan as well as an accidental death and dismemberment plan equivalent to two times (2x) annual salary.
- b) A dependent life insurance plan in the amount of ten thousand dollars (\$10,000.00) for a spouse and five thousand dollars (\$5,000.00) for a child.
- c) An extended health care plan including a drug plan and semiprivate coverage and a vision care plan with a deductible of ten dollars (\$10.00) per individual, twenty dollars (\$20.00) per family, once per calendar year.
- d) **Effective December 13, 2023** a vision care plan of **three hundred and fifty dollars (\$350)** every twenty-four (24) months. In addition, the cost of one (1) eye examination in any twenty-four (24) consecutive months.
- e) Weekly indemnity plan to provide coverage on the first (1st) day of hospitalization or accident, or the fourth (4th) day of illness. This coverage will continue up to twenty-six (26) weeks for each separate illness. Payment is at sixty-six and two thirds per cent (66 2/3%) of regular pay.
- f) A dental plan equivalent to a Blue Cross #9. Current Ontario Dental Association (ODA) fee schedule (as amended from time to time) shall be in effect from year to year.
- h) Effective thirty days from October 26, 2020, the Employer will provide drug card in the health care plan.

21.02 Part-Time/Casual Employee Benefits

The Employer shall pay an eight and one-half per cent (8.5%) premium to part-time and casual employees in lieu of benefits including life insurance and accidental death and dismemberment, extended health care plan, semi-private coverage, vision care, weekly indemnity, dental plan, sick leave and holiday pay.

Part-time and casual employees shall be eligible for vacation pay, pension, compassionate leave, professional and education leave, jury and responsibility allowance and overtime.

Part-time and casual employees are not entitled to holiday pay which is deemed included in the percentage in lieu payment. Part-time and casual employees who work on a holiday shall receive time and one-half (1.5x) pay for all hours worked on a holiday plus a lieu day.

ARTICLE 22 - PENSION PLAN

22.01 Effective no later than sixty (60) days following the date of this Award delete the existing registered pension plan provided for in Article 22.01 and replace with the Nursing Homes and Related Industries Pension Plan. The contribution level shall be four percent (4%).

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

.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- i) The straight time component of hours worked on a holiday;
- ii) Holiday pay, for the hours not worked; and
- iii) Vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

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

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to four percent (4%) of applicable wages to the plan.

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

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

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

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

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

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

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-8 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan.

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

Any additional information requested beyond that noted above may be provided if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each eligible employee by .05 above of the agreement are:

- i) To be Provided Once Only at Plan Commencement
 - a) Date of Hire
 - b) Date of Birth
 - c) Date of first Contribution
 - d) Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit)

- ii) To be Provided with each Remittance
 - a) Name
 - b) Social Insurance Number
 - c) Monthly remittance
 - d) Pensionable Earnings
 - e) Year to date Contributions
 - f) Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) To be Provided once, and if Status Changes:
 - a) Full address as provided to the Employer
 - b) Termination date when applicable (MM/DD/YY)
 - c) Gender
 - d) Marital status

- iv) To be Provide annually but no later than December 1st:
 - a) current complete address listing

ARTICLE 23 - GENERAL

23.01 Use of the female pronoun in this Agreement shall be read to include the male.

23.02 Where periods of time are referred to in terms of days, they shall be read to exclude Saturdays, Sundays and holidays.

23.03 The Employer Shall Not Discriminate

The Employer agrees there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise, by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of her membership or activity in the Union.

23.04 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to her union steward, who will provide him/her with a copy of the Collective Agreement. Cost of supplying such copies shall be shared equally by the Employer and the Union.

23.05 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the administrator and the secretary of the local union, with a copy to the assigned CUPE National Representative.

23.06 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and other notices of union affairs.

23.07 Health and Safety

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

- b) A Joint management and employee Health and Safety Committee shall be constituted in accordance with the *Act*, 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. The committee shall normally meet every three months or more frequently if the committee decides.

The Employer agrees to accept as a member of its Joint Health and Safety Committee at least one (1) CUPE representative selected or appointed by the Union from the Employer.

Scheduled time spent in such meetings is to be considered time worked for which representative (s) shall be paid by the Employer at his or her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health and safety bulletin board.

- c) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union because of knowledge, experience and training to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace or any part or parts thereof.

- d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspections. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

- e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51, S.52 and S.53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be

provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

- f) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- g) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. 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.
- h) The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour.

Such policies will include but not be limited to:

- i) Designing safety procedures for employees.
 - ii) Providing training appropriate to these policies
 - iii) Reporting all incidents of workplace violence.
- i) The Employer shall:
 - i) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
 - ii) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
 - iii) Ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.
 - j) A worker shall:
 - i) Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
 - ii) Use or wear the equipment, protective devices or clothing that the workers employer requires to be used or worn;
 - iii) Report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
 - iv) Report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

k) Injured Workers Provisions

At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the workers home. The employer shall pay for the transportation.

l) Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communication disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

m) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplace, including, but not limited to:

- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Training designed to ensure competency under the Act for those persons with supervisory responsibilities.

23.08 Violence & Harassment in the Workplace

a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse.

Workplace harassment is defined as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

The parties agree that such incidents shall not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For the purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.01.

b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence **and harassment**. The policy will address the prevention of violence, harassment and

the management of violent situations and support to employees who have faced workplace violence **and/or harassment**. These policies and procedures shall be communicated to all employees.

- c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
 - d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
 - e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- 23.09 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum. It is understood that all such occurrences will be reviewed at the resident care conference.
- 23.10 The Union may hold meetings on the Employer's premises providing permission has been first obtained from the Employer.
- 23.11 Definition of Working Day
"Working day" as used in the Collective Agreement shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 24 - UNIFORMS AND KILOMETER ALLOWANCE

- 24.01 Uniform allowance shall be paid to employees in accordance with the following schedule:
- | <u>Full-time</u> | <u>Part-time</u> |
|-------------------|------------------|
| \$12.00 per month | \$6.00 per month |
- Uniform allowance shall be paid in a lump sum once a year during the month of October.
- 24.02 A RN shall be paid forty-three cents (.43¢) per kilometer for authorized use of a personal vehicle on behalf of the Home or the corporate rate as amended from time to time, whichever is higher.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

- 25.01 a) All employees shall be paid bi-weekly on every second Thursday, for the payroll period ending the previous Saturday.
- b) Statements shall be available by noon on payday for all employees.
- c) An employee shall be paid at the appropriate hourly rate for her classification as set out in Schedule "A" attached and forming part of this Agreement.
- d) Related Experience
The employer shall recognize related nursing experience and related job experience with respect to new Registered Nurses which adds to the value of the nurse's service on the following basis:
- One (1) year for every year of experience to the maximum of the pay grid.
 - No retroactivity shall be paid pursuant to this clause.

ARTICLE 26 – RETROACTIVITY

- 26.01 Retroactive pay shall be paid to all employees for all hours worked while at the home. Employees who have left the Employer shall be contacted by the Employer at their last known address by registered mail. The employees shall have thirty (30) days from receipt of notice to claim their cheque.

ARTICLE 27 – TERM OF THE AGREEMENT

- 27.01 This Agreement shall be binding and remain in effect from **January 1st, 2022 to December 31st, 2023** and shall continue from year to year thereafter unless either party gives to the other party, notice in writing that it desires its termination or amendment. Such notice of desire shall be sent between the period of ninety (90) days prior to the termination date and said termination date.

SIGNED AT TORONTO , ON THIS 10 DAY OF JANUARY , 2024


SIGNED ON BEHALF OF
AGECARE AURORA


Fil Falbo (Jan 10, 2024 10:27 EST)


LINDSAY BOUSFIELD (Jan 10, 2024 16:15 EST)


Rachel Smith (Jan 15, 2024 11:09 EST)

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL 4363


Adriana McCarney (Jan 10, 2024 10:04 EST)

SCHEDULE 'A' - WAGE RATES

Pay rates shall be as set forth in this schedule.

	January 1, 2021 (current)	January 1, 2022 (1.75%)	January 1, 2023 (1.75%)
START	31.92	32.48	33.05
1 YEAR	32.74	33.31	33.90
2 YEARS	33.53	34.12	34.71
3 YEARS	34.81	35.42	36.04
4 YEARS	36.19	36.82	37.46
5 YEARS	37.96	38.62	39.30
6 YEARS	39.64	40.33	41.04
7 YEARS	42.96	43.71	44.48
8 YEARS	46.45	47.26	48.09

The Employer will pay all current employees their retroactive adjustment within sixty (60) days of the date of ratification and all former employees who worked for the Employer during the relevant period within ninety (90) days of the date of ratification.