

COLLECTIVE AGREEMENT

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.
operating as ELIZABETH CENTRE NURSING HOME
(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)
(hereinafter called the "Union")



Expiring December 31, 2024

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Article 1. Purpose

Section 1.01

The purpose of this Agreement is to set forth hours of work, wages, certain other economic and working conditions, and to provide a means for the prompt and equitable disposition of grievances.

Section 1.02

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

Article 2. Recognition And Scope

Section 2.01

The Employer recognizes the Union as the sole collective bargaining agent for all employees of Valley East Long Term Care Centre Inc. o/a Elizabeth Centre employed in its Nursing Home at 2100 Main Street in Val Caron, Ontario, save and except supervisors, persons above the rank of supervisor, office and clerical staff, registered and graduate nurses, and laundry, dietary, housekeeping and maintenance staff.

Section 2.02

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

Section 2.03

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

Article 3. Definitions

Section 3.01 Bargaining Unit

The word "bargaining unit" when used throughout this Agreement shall mean the unit as defined in Article 2.01.

Section 3.02 Employee/Employees

The words "Employee" and Employees" when used throughout this agreement shall mean persons included in the bargaining unit described in Article 2.01

Section 3.03 Full-Time Employee

A full-time employee is defined as an employee who is regularly scheduled to work seventy-five (75) hours bi-weekly, exclusive of unpaid meal periods.

Section 3.04 Part Time Employee

A part-time employee is defined as an employee who is regularly scheduled to work less than seventy-five (75) hours bi-weekly, exclusive of unpaid meal periods.

Section 3.05 Singular/Plural Pronoun

Whenever the singular pronoun is used in this Agreement, it may also be deemed to mean the plural where the content so requires and vice-versa.

Section 3.06 Spouse/Partner

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

Section 3.07 Days

Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days which includes Saturdays, Sundays and holidays.

Where there is specific reference to "working days", the reference shall be construed to exclude Saturdays, Sundays and the fixed designated holidays under the collective agreement.

Section 3.08 Student

The term "student" whenever used in this collective agreement refers to a person who is enrolled in, and attends, a secondary or post-secondary school.

Section 3.09 Seniority:

Seniority is a rating of employees based on time worked and is a factor in promotions, job postings, layoffs, recall, scheduling and vacation time preferences, as provided for under the express provisions of the collective agreement. The method of accumulation of seniority is addressed under Article 12 of the collective agreement.

Section 3.10 Service:

Service is a measure of an employee's length of employment and is used to determine an employee's entitlement to some compensation related benefits such as level of vacation entitlement, level on the wage grid. The method of accumulation of service is addressed under Article 12 of the collective agreement.

Article 4. Management Rights

Section 4.01

- (a) The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
 - (i) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the nursing home;

- (ii) To maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;
- (iii) To hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees and to increase and decrease working forces, provided that a claim of discriminatory classifications, promotion, demotion, discipline or suspension, or a claim by an employee who has completed the probationary period that **they have** been discharged without just cause may become the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be in accordance with Article 10.10;
- (iv) To generally manage the Home and, without restricting the generality of the foregoing, to determine the number and location of the Home establishments, the services to be rendered, the methods, the work procedures, the kind and location of machine, 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 as may be deemed necessary in the interest of the safety and well-being of the Home's residents, employees and the public;
- (v) To exercise those rights, powers, functions or authority, which are not specifically abridged or modified by this Agreement.

The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

Article 5. Discrimination/Harassment

Section 5.01 Union Membership

The Employer and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or because of the employee's activity or non-activity in the Union.

Section 5.02 Ontario Human Rights Code

The Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or harassment, as defined by and within the meaning of the Ontario Human Rights Code, exercised or practiced by either of them or by any of their representatives with respect to any employee by reason of age, sex, marital status, race, creed, colour, national origin, disability, sexual orientation, or on any ground prohibited under the Ontario Human Rights Code. The defenses and limitations to the prohibited grounds of discrimination under the Ontario Human Rights Code shall apply.

Section 5.03

Joint Commitment in Respect of Discrimination and Harassment on the Prohibited Grounds Under the Human Rights Code, Bullying, Workplace Harassment and Workplace Violence under the Occupational Health and Safety Act (Bill 168 "Workplace Violence and Harassment")

- (a) The Employer and the Union are committed to providing a positive environment for staff free from discrimination and harassment as prohibited under, and within the meaning of, the Ontario Human Rights Code.
- (b) The Employer and the Union are committed to providing a positive environment for employees free from bullying. Depending upon the circumstances, bullying may be a form of harassment or discrimination prohibited under the Ontario Human Rights Code or a form of workplace harassment or workplace violence under the Occupational Health and Safety Act (Bill 168 "Workplace Violence and Harassment").

Bullying is defined as repeated, persistent, continuous behavior, as opposed to a single negative act, that is known or ought to be known to be unwelcome and intimidates, offends, degrades or humiliates an individual.

Bullying may also be known as mobbing, abuse, workplace aggression, violence, victimization, and social undermining.

- (c) The Employer and the Union are committed to providing a positive environment for employees free from workplace harassment and workplace violence, with the meaning of the Occupational Health and Safety Act (Bill 168 "Workplace Violence and Harassment").
 - (i) 'Workplace Harassment' is defined under the Occupational Health and Safety Act as: "engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome",

or

b) 'Workplace sexual harassment';

Workplace sexual harassment means:

- engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
 - making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
- (ii) 'Workplace Violence' is defined under the Occupational Health and Safety Act as:
 - the exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury against a worker; an attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the worker; or
 - a statement or behaviour that it is reasonable for an employee to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.

- (iii) The Employer and the Union further acknowledge that the Long Term Care Environment contains residents who, through no fault of their own, exhibit behaviours and actions that are threatening or unwelcome to staff. The workplace is built around managing these behaviours to the benefit of both the residents and the staff.
- (iv) It is agreed that when the employee is faced with workplace violence it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction, which may in the appropriate circumstances include the reassignment of the employee for the remainder of their shift. The Employer will make every reasonable effort to rectify the situation. The employee will also complete an Employee Incident Report Form.

The Employer will give all such violence related Incident Reports to the Union within three (3) calendar days of the Employer receiving the Employee Incident Report Form.

Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees who encounter workplace violence.

Section 5.04

Where a bargaining unit member complains of discrimination or harassment under the Ontario Human Rights Code, or bullying, or workplace harassment or workplace violence as defined in 5.03 a), b) and c) above, by;

- (i) a person other than another bargaining unit member, **they** shall bring such complaint to the attention of the Employer and Unifor, Local 598 (Mine Mill). The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response the complainant is entitled to file a grievance under the terms of this Collective Agreement.
- (ii) another Unifor Local 598 (Mine Mill) bargaining unit member, the complaint will be jointly investigated in accordance with the investigation procedure set out in "Harassment Policy in Respect of Unifor, Mine Mill Local 598 Members" contained within the Letter of Understanding attached to the collective agreement. The parties agree that depending upon the nature and severity of the circumstances surrounding the complaint, that some of the steps of the Investigation procedure may be bypassed.

It is understood that in the circumstances of workplace violence, the Employer may need to take immediate action and intervention for the protection of the complainant, other employees and residents prior to commencing the joint investigation with the Union.

Section 5.05

For clarity, harassment, discrimination and bullying do not include occasional differences of opinion between employees or non- aggressive employee conflicts or properly discharged supervisory actions occasioned in good faith and in accordance with the provisions of the collective agreement, including the delegation and monitoring of work assignments, performance and/or the assessment of discipline.

Section 5.06

The Employer and the Union agree that an employee who in good faith lodges a complaint of discrimination or bullying or workplace violence or who participates in good faith in an investigation of such a complaint is entitled to protection against retaliation or reprisal.

The Employer and the Union further acknowledge that the pursuit of frivolous allegations of harassment, discrimination, bullying or violence through the complaint procedures have a detrimental effect on the spirit and intent for which the complaint procedures were rightfully developed and therefore is not acceptable. It is also agreed that an employee who submits numerous frivolous complaints or a fraudulent complaint may be the subject of a complaint under this Article 5 and may be subject to disciplinary action.

Section 5.07

In support of providing and maintaining an environment free of harassment and discrimination, the Employer will ensure that all staff members, volunteers and persons with practicing or working privileges in the facility are informed that harassment and discrimination in the workplace is an offence under the Ontario Human Rights Code and/or the Occupational Health and Safety Act, as applicable.

Article 6. No Strikes Or Lockouts

Section 6.01

During the agreement and the statutory extension thereof, the Union agrees that there will be no strikes and the Employer agrees there will be no lockouts.

Section 6.02

The terms "strike" and "lockout" are defined as in the Labour Relations Act, as may be amended from time to time.

Article 7. Union Security

Section 7.01

Each employee who is in the bargaining unit described in 2.01 shall, as a condition of employment, be subject to the deduction of regular monthly Union dues and to the deduction of the Unifor and Its Local 598 (Mine Mill) one-time initiation fee.

Section 7.02

The Employer will deduct from each employee covered by this agreement an amount equal to the regular monthly union dues as designated in writing by the union and will deduct from each employee, on a one time only basis, the Unifor initiation fee. The union dues will be deducted on a bi-weekly basis.

The Employer will remit a special assessment of two (2) cents per hour per employee for all paid hours with each monthly remittance and this special assessment shall be remitted to the National Union, at its Toronto address, as directed by the Union. The Employer will also remit to Mine Mill, on a once per annum basis, a special dues assessment of \$500.00.

Section 7.03

In the case of newly hired employees, such union dues deductions and the Unifor initiation fee shall commence on the first deduction date following their date of hire, as designated in writing by the Union.

Section 7.04

The amount of the regular monthly dues and the Unifor initiation fee shall be those authorized in writing by the union in accordance with the Constitution of the Unifor and Its Local 598 (Mine Mill) and the union shall notify the employer of any changes therein in writing and such written notification shall be the employer's conclusive authority to make the deduction specified.

Section 7.05

In consideration of the Employer deducting and forwarding of union dues and the initiation fee authorized by the Union, the union agrees to indemnify and save the employer harmless against any claims or liabilities arising or resulting from the operation of this article.

Section 7.06

The amounts so deducted shall be remitted monthly to the Secretary-Treasurer of the Union no later than the end of the third week in the month following the month in which the dues and initiation fees were deducted.

Section 7.07

A list of the employees for and on whose behalf union dues and initiation fees have been deducted and their hourly rate of pay will be forwarded to the Union with each dues remittance.

In addition, on a monthly basis, the Employer shall provide the Union with: the names of any employees for whom union dues have not been deducted in the month due to the employee being on a form of absence such that the Employer could not deduct union dues; the names of the employees who have resigned, retired or been terminated in the month; the names of the employees who have been laid off or recalled in the month; the names, classification, personal email address (if available) and current addresses of any new bargaining unit hires.

Section 7.08

Upon ratification of the collective agreement, the Employer will supply the Union with the classifications and names and addresses of current bargaining unit employees, and **personal email address (if available)**, and the phone numbers of those employees who have authorized the Employer in writing to release their phone numbers to the Union. Thereafter, the Employer will provide the Local Union and the National Union Office employee addresses and the hours that the employees have worked two times per year.

Section 7.09

It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee on the first day of classroom orientation or once during the first two weeks of employment for the purpose of advising such employee of the existence of the Union and of the employee's rights and obligations under the term of this Agreement. The Employer shall

advise the Union as to the names of the new hires listed for interview and the time and place on the Employer's premises designated for such interview, the duration of which shall not exceed twenty (20) minutes.

Article 8. Union Committee & Representation

Section 8.01

The Employer recognizes Unifor and Its Local 598 (Mine Mill) representatives, as herein provided, as representatives of the employees in all matters pertaining to this agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this agreement and of enforcing bargaining rights of the employees under this collective agreement.

Section 8.02 Union Committee Persons and Stewards

- (a) The Union shall elect up to three (3) members of the bargaining unit who shall function as the Union Bargaining Committee and representatives of the employees in all matters pertaining to this collective agreement. One of the three representatives so elected shall be the Union Chairperson.

In addition to the three Union Committee members, the Union may elect up to an additional four (4) stewards in order to provide representation for all departments and shifts.

It is understood that in processing grievances there will be equal representation. No more than a total of one Committee member or Steward shall meet with the Employer at any one time, except for Step 3 when a total of two Union Committee representatives (Union Committee members and/or Stewards combined) may meet with the Employer unless mutually agreed otherwise.

- (b) The Unifor National and/or Local 598 (Mine Mill) Representative will have the right to be present at all meetings with the Employer dealing with any aspect of this collective agreement including the negotiations of the collective agreement. The Union will notify the Employer in advance of the day, if possible, of the meeting if the Unifor National and/or Local 598 (Mine Mill) Representative will be present at the meeting.
- (c) The Union Committee shall have the right at any time to the assistance of representatives of Unifor (National and/or Local 598 Mine Mill). Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably denied.
- (d) The Union shall inform the employer of the names of the committee and stewards in writing annually. The Union shall update the list in writing whenever changes occur.
- (e) The Employer shall inform the Union of the names of the Department Heads and Supervisors in writing annually. The Employer shall update the list in writing whenever changes occur.
- (f) The three employees on the Union Bargaining Committee shall be paid their regular straight time hourly rate of pay for all regularly scheduled hours lost due to attendance at

negotiation meetings with the Employer up to and including conciliation, but not thereafter.

- (g) A Union Committee person or steward shall be paid their regular straight time hourly rate of pay for all scheduled hours of work lost due to attendance at a grievance meeting with the Employer up to but not including the arbitration stage.

Section 8.03

The Union agrees that Union committee members and stewards elected or appointed by the Union shall be regular employees of the employer who have completed at least **one year** of service with the employer, **unless a lesser period of service is permitted under the exceptions contained in the By-Laws.**

Section 8.04

The Union acknowledges that the Union committee members and stewards have their regular duties and responsibilities to perform for the Employer. However, if it is necessary for a Union committee member or steward to leave their work to attend to Union business, they may so leave their work without loss of pay for their regularly scheduled hours of work to attend to Union business on the following conditions:

- (i) Such business must be between the Union and the Home;
- (ii) The time spent shall be devoted to the prompt handling of the Union business;
- (iii) The employee concerned shall obtain the permission of the Department Head, if the Head is on the premises, or the Department Head's designate if the Department Head is not on the premises before leaving their work, provided that such permission shall not be unreasonably withheld. Upon completion of their business, the committee member or steward will report to the Administrator or designate, as applicable, and then return to their regular duties;
- (iv) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

Section 8.05

The Employer and the Union Bargaining Committee shall meet quarterly or more frequently as otherwise mutually agreed to discuss matters of mutual concern and interest. A Unifor Representative (National or Local 598 Mine Mill) may also attend this meeting. A corporate management representative may also attend this meeting with the time and date set by mutual agreement. A request for a meeting shall be made in writing at least one (1) week in advance of the date proposed and will be accompanied by a proposed agenda of matters for discussion.

Union Committee member(s) who attend a Union/Company meeting will be paid their straight time hourly rate of pay for all scheduled hours of work lost due to attendance at such meeting.

The parties agree that workload complaints and issues are suitable subjects for discussion at the Union/Company Committee and will be placed on the agenda if submitted at least one week in advance of the meeting. The discussion of the workload complaint will form part of the minutes of the meeting. Where the workload complaint raises an employee health and safety issue, the complaint will be referred to the Joint Occupational Health and Safety Committee. It is understood that a workload complaint shall not be the subject of a grievance or arbitration.

Section 8.06

The Employer will provide space for the Union to place a locked filing cabinet for the Union's exclusive use. **The filing cabinet must be readily accessible to Union leadership at all times.**

Section 8.07

The Union Chairperson will be assigned during their term of office to a shift rotation where the primary shift is the day shift, unless mutually agreed otherwise by the parties. If the Union Chairperson is not working on such a shift rotation the Chairperson will exchange their shift rotation with the least senior employee in their classification who has a primary day shift rotation. At the end of tenure as Union Chairperson, the Chairperson and the other employee(s) will revert back to their prior shift rotation.

Section 8.08

The Employer agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during their term of office provided the Chairperson is qualified, able and willing to perform any available bargaining unit work.

Article 9. Health, Safety And Environment**Section 9.01**

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

Section 9.02

A Joint Health and Safety Committee will be established with representation from the various bargaining units and of employees who are not represented by Unions and an equal number of Employer Representatives. The number of Employer representatives shall not exceed the total number of union representatives.

Unifor will be entitled to one representative for every fifty members in this bargaining unit, with a minimum of two (2) representatives.

Where the certified worker representative on the Joint Health and Safety Committee is not a Unifor representative from any of the Unifor bargaining units represented on the Committee, the Employer will recognize a Unifor certified representative and will pay for the training costs of one Unifor certified representative.

Section 9.03

At no time shall the number of Employer representatives be allowed to outnumber the total number of union representatives.

Section 9.04

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

Section 9.05

The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time, including as provided for under the recent amendments to the Act pursuant to Bill 168, "Workplace Violence and Harassment". Meetings will be held monthly. The union co-chair and the Employer co-chair will rotate the responsibility for chairing the meetings on a basis to be determined by the committee.

Section 9.06

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

- (i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment.
- (ii) Make recommendations for the improvement of the health and safety of workers.
- (iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
- (iv) Record the minutes of the meetings, which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
- (v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
- (vi) The Unifor representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation with payment from the Employer.

Section 9.07

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

The Employer will notify the Union Co-Chairperson of any "near miss" that is reported to the Employer. Near misses will also be reported to the Joint Health & Safety Committee at their meetings.

Section 9.08

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

Section 9.09

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

Section 9.10

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

Section 9.11

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

Section 9.12

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

Section 9.13 National Day of Mourning

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

It is the intent of the parties that the Unifor Health and Safety Committee members will be granted a union leave of absence without pay pursuant to Article 15.05 in order to attend the June 20th Memorial Day Services. If the Employer is unable to find a replacement for the member(s) as provided therein, the Employer will provide the Union with sufficient notice to permit the Union to facilitate the finding of a replacement.

Section 9.14 Protective Clothing and Equipment

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

Section 9.15 Lockout and Machine Guarding

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

Section 9.16 Treatments

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

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

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

Section 9.17 Employment of Disabled Workers

- (a) Under the Human Rights Code of Ontario ("the Code") the Employer has a duty to accommodate employees with disabilities, provided that the discharge of this duty does not result in undue hardship. This duty to accommodate arises whether or not the disability is caused by a workplace accident or injury. This duty to accommodate and its discharge is subject to the definitions, defenses, and limitations of the Code.

An employee has an obligation to notify the Employer of their need for accommodation and has a duty to cooperate thereafter in the accommodation process.

The Employer and the Union agree that this collective agreement will be applied and interpreted in a manner that permits this duty of accommodation to be discharged.

- (b) Where the required accommodation involves modification of the employee's job duties and where such accommodation can be provided without undue hardship, the accommodation will be attempted using the following sequence guideline:
- first, accommodation of the employee in the employee's pre-disability position;
 - failing such, accommodation of the employee within an available position in their classification;
 - failing such, accommodation of the employee in an available position in another bargaining unit classification of the same or similar pay rate;
 - failing such, accommodation of the employee in any other available bargaining unit classification for which the employee possesses the qualifications

It is understood that the above is a guideline and that the sequence for accommodation may be varied in individual circumstances. Without limiting the generality of the foregoing, the number of employees being accommodated within the same position or within the same classification is a relevant consideration and may result in the employee being accommodated outside of their predisability position.

Nothing in the above sequence guideline prevents the Employer from varying the sequence and by-passing the disabled employee's pre-disability position in order to accommodate the employee within a specific position or job assignment which the Employer has designated or otherwise identified as being a position or job assignment suited for employees requiring certain modified job duties.

Subject to the employee's functional restrictions and abilities and the availability of positions which meet those restrictions and abilities, it is understood that where possible a full-time employee will be accommodated in a full-time position and a part-time employee will be accommodated in a part-time position.

- (c) The Employer will notify the Union of any bargaining unit employee who has requested accommodation for a disability and will also advise the Union of any accommodation granted or denied.

Where the Employer is able to readily grant accommodation to an employee the Employer may do so and then notify the Union of the accommodation. If, however, the employee requests union representation in their discussion with the Employer, the employee will be entitled to have a Union committee member in attendance provided that there is a Union committee member on shift who can readily attend.

Where an employee's accommodation exceeds six (6) months, the Employer will meet with the Union and employee to review the employee's circumstances.

Where the Employer returns an employee to modified work within the employee's classification which impacts the work of other employees, the Employer will notify and discuss the situation with the union.

Where the Employer assesses that it is not able to readily grant accommodation, the Employer will notify the Union and meet with the Union and employee to discuss the accommodation request and further options.

Any agreement reached between the parties will prevail over the terms of any contrary provisions in the collective agreement. The defenses and limitations under the Ontario Human Rights Code shall apply.

- (d) The employee acknowledges the employee's obligations and the Employer acknowledges the Employer's obligations, regarding an Early and Safe Return to Work program as may be set out under the Workplace Safety and Insurance Act and this collective agreement will be interpreted in such a way as to permit these obligations to be discharged.

Section 9.18 Injured Workers Provisions

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

Section 9.19

It is the intent of the parties that on a quarterly basis, all Unifor Health and Safety Committee representatives will be granted one (1) day off as a union leave of absence without pay pursuant to Article 15.05 in order to meet and share information and to discuss the co-ordination of health and safety issues. The Union will provide as much advance notice as possible. If the Employer is unable to find a replacement for the member(s) as provided therein, the Employer will provide the Union with sufficient notice to permit the Union to facilitate the finding of a replacement.

Section 9.20 Infection Control Committee:

The Union will be entitled to elect or appoint one representative to sit and participate on the Infection Control Committee, a committee that is separate from the Joint Health and Safety Committee. The Union representative will be paid their straight time hourly rate of pay for all scheduled hours of work lost due to attendance at such meeting.

Section 9.21

In consultation with the Joint Occupational Health and Safety Committee, the Employer will review its Workplace Violence Policy on an annual basis, to which meeting(s), the Unifor, Mine Mill Local 598 Union Bargaining Committee will also be invited to attend and participate. The Policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

Section 9.22

The Employer agrees to provide education and information on the prevention of violence to all employees who may come into contact with potentially aggressive persons.

Article 10. Grievance And Arbitration Procedure

I. GRIEVANCE PROCEDURE:

Section 10.01

The parties to this agreement recognize the Union Committee persons, stewards and the Unifor and Its Local 598 (Mine Mill) representatives as the agents through which employees shall process their grievances.

Section 10.02

It is agreed that an employee may have the assistance of a Union committee person or a steward in the presentation of the employee's complaint or grievance at any stage of the procedure.

Section 10.03

It is understood that where a Union Committee person or steward attends a grievance meeting with the Employer to assist in the presentation of a complaint or grievance, the union committee person shall be paid their regular straight time hourly rate of pay for time lost from their scheduled hours of work due to attendance at the meeting. It is understood that only one Union representative (a union committee member or a steward) shall attend a grievance/complaint meeting with the Employer at any one time, except for the Step 3 meeting. The number of Employer representatives will not exceed the number of Union representatives in attendance.

Section 10.04 Definition of Complaint /Grievance

For the purposes of this Agreement, a complaint or grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this collective agreement including any question as to whether a matter is arbitrable.

Section 10.05 Complaint/Grievance Procedure

All complaints and grievances shall be taken up in the following manner:

Complaint Procedure - Step No. 1

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 the employee

has first given their Department Head or designate the opportunity of adjusting the employee's complaint.

The employee who may have the assistance of a Union Committee person or steward shall discuss the complaint with the Department Head or designate within seven (7) calendar days after the circumstances giving rise to it have occurred. It is understood that no grievance may be filed where the circumstances giving rise to such grievance occurred more than seven (7) calendar days prior to the employee discussing their complaint with the Department Head.

The Department Head or designate shall give a verbal decision within seven (7) calendar days following the discussion. Any settlement achieved at the complaint stage is without prejudice or precedent to the parties in any other existing or future matters, but is with prejudice to the specific complaint that has been resolved.

Failing settlement, the complaint may then be taken up as a written grievance in the following manner:

Step No. 2

Within seven (7) calendar days following the decision under Complaint Procedure Step No. 1, a Union Representative may submit a written grievance to the Administrator. 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 Administrator shall respond to the grievance in writing within seven (7) calendar days following the date of such meeting.

Failing settlement then:

Step No. 3

A meeting will then be held between the Administrator, and/or designate, the grievor and up to a total of two Union representatives (Union Committee members and/or stewards combined) within nine (9) calendar days of the response of the grievance at Step No. 2, unless such timeframe is extended by mutual written agreement of the parties. It is agreed that the Employer's representatives and the Union's representatives in attendance will be the representatives appropriate for the issue(s) in the grievance. The grievor will be in attendance at the meeting unless the Employer and Union mutually agree otherwise. A Unifor Local 598 (Mine Mill) and/or National representative may be present at the meeting and a corporate management representative may also be present at the meeting.

The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting. Failing settlement of any grievance under the foregoing procedure, the grievance may be referred to arbitration within thirty (30) calendar days after the decision of the Employer in Step No. 3 is given, in accordance with the arbitration process.

Section 10.06 Employer Policy Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union or any employee covered by this Agreement, in writing, at Step Number 2 of the grievance procedure, by forwarding a written statement of said grievance to the Unifor bargaining unit Chairperson, copied to the Local 598 (Mine Mill) Representative, within twelve (12) calendar days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Administrator, or designate, an additional management or corporate management representative, the Unifor bargaining unit Chairperson and the Local 598 (Mine Mill) Representative within nine (9)

calendar days, unless such timeframe is extended by mutual written agreement of the parties. The Local 598 (Mine Mill) Representative shall give a decision in writing within nine (9) calendar days following the meeting and failing settlement, the grievance may be referred to Arbitration in accordance with the arbitration procedure.

Section 10.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within twelve (12) calendar days after the circumstances giving rise to the grievance have originated or occurred. The Policy Grievance shall be signed by a Union representative and submitted directly to the Administrator. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

Section 10.08 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 Supervisor or Administrator or designate, as applicable, within seven (7) calendar 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.

Section 10.09 Layoff and Recall Grievances

Grievances concerning layoffs and recall shall be initiated at Step 3 of the grievance procedure.

Section 10.10 Discharge Grievance

- (a) The discharge of a probationary employee shall be at the sole discretion of the Employer and shall not be the subject of a grievance or arbitration.
- (b) A claim by an employee who has completed their probationary period that they have been discharged without just cause shall be treated as a grievance if a written statement of such grievance is filed with the Employer at Step No. 3 within seven (7) calendar days after the date the discharge is effected.
- (c) Grievances under b) may be settled under the Grievance or Arbitration Procedure by:
 - (i) Confirming the Employer's action in dismissing the employee; or
 - (ii) Reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
 - (iii) By any other arrangement which may be deemed just and equitable between the Union and the Employer or the arbitrator as may be applicable.

II. ARBITRATION PROCESS

Section 10.11

It is agreed by the parties hereto that any grievance arising from the difference of opinion relating to the interpretation, application or administration of this agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration which is defined in the Ontario Labour Relations Act.

Section 10.12

In the event that either party proceeds to arbitration, it shall notify the other party in writing of its intentions within thirty (30) calendar days of the receipt of the answer at Step 3 along with the name of its nominee on an Arbitration Board. If no written request for arbitration is received within thirty (30) calendar days after the Step No. 3 response is given, the grievance shall be deemed to have been abandoned unless such timeframe is extended by mutual written agreement of the parties. Within seven (7) calendar days of receipt of such notice, the party shall notify the other of the name of its nominee. The two nominees shall then select an impartial chairperson. Failing to do so within twelve (12) calendar days, either party shall request the Minister of Labour for the Province of Ontario to appoint a chairperson. A Board of Arbitration shall have no power to alter, modify, detract from, suspend, amend, or change, rates of pay or provisions for another provision, but shall have the power to dispose of any grievance by any arrangements which in its opinion it deems just and equitable.

Section 10.13

Upon mutual agreement, the parties may submit the grievance to a single arbitrator who shall have the same power as a Board of Arbitration.

The parties will mutually agree **to the** arbitrators that will be used as a single arbitrator or as chair of a panel, when necessary.

Section 10.14

Each of the parties hereto shall equally bear the expense of its nominee to the Board, and the parties hereto shall jointly bear the expenses and fees of the chairperson.

Section 10.15

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

Section 10.16

All agreements reached under the grievance or arbitration procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union and the employees involved subject to the provisions re settlements achieved at Step No. 1, Complaint Procedure.

Section 10.17

The Arbitrator shall not have the jurisdiction to alter, amend, modify, add to, or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.

Section 10.18

The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

Section 10.19

The time limits set out in the Grievance Process and in the Arbitration Process herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of the Labour Relations Act. Any of the time limits above may be extended by mutual written agreement of the parties.

Section 10.20

If there is a backlog of grievances which have not been heard at Step No. 3 within the applicable time limits, the Employer will, at the Union's request, schedule special grievance meeting(s) to clear the backlog.

Section 10.21

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees or member(s) of management concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Home.

Article 11. Discipline

Section 11.01 Copies of Written Discipline

A copy of any formal discipline that is to be recorded in writing in the employee's file shall be given to an employee and shall also be given to the Union Committee Chairperson.

Section 11.02 Access to Personnel File

Upon a written request given at least one (1) week in advance, an employee shall have access to review **their** personal file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. The review shall take place following the employee's shift at a mutually agreeable time in the presence of the Administrator or the Administrator's designate. The employee may have a Union committee person/steward present upon their request. It is understood and agreed, however, that the employee is not entitled to see job references.

Section 11.03

Union Representation - Formal Disciplinary Action or Removal from Premises – Accommodation of Workers - Union Representation

An employee who is subject to formal disciplinary action which is to be recorded in the employee's personnel file shall be entitled to have a Union Committee member present at the time such discipline is given. **In each case, the committee member will be present unless the employee waives this right by signing a waiver in the presence of the committee member.**

In the normal course, the Employer will advise the Union Chairperson, or in their absence a Union Committee person or steward, in advance that the meeting is anticipated to be disciplinary in nature and will further generally advise of the nature of the alleged offence(s), except where the credibility of the employee may be a factor. It is understood that the Employer's failure to disclose such information in advance of the meeting will not nullify otherwise meritorious discipline.

Section 11.04 Clearance of Disciplinary Record

Except as noted herein, records of formal disciplinary action will be removed from the employee's personnel file once eighteen (18) months have elapsed since the date of the last formal disciplinary action on the file. Notwithstanding the foregoing, where the employee has been disciplined for resident abuse, the discipline will be removed from the file once thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

Section 11.05 Imposition of Discipline

Where the Employer becomes aware of an incident or situation which could give rise to discipline of an employee(s) within the bargaining unit, the Employer will investigate and make a determination in a reasonably expeditious manner, taking into consideration such factors as the availability of individuals and documents necessary to the investigation, as well as the nature, scope and complexity of the investigation that is required.

Article 12. Seniority And Service

Section 12.01 Accumulation of Seniority and Service

Seniority for the purposes of this agreement shall operate on a bargaining unit wide basis.

Full-time employees shall accumulate seniority and service on the basis of their last date of hire, except as provided otherwise in this Agreement. Where more than one (1) full-time employee commences employment on the same date, their seniority order will be determined by lottery on their first date of employment.

Part-time employees shall accumulate seniority and service on the basis of hours worked within the bargaining unit, except as expressly provided otherwise in this agreement.

For part-time employees, it is recognized that eighteen hundred (1800) hours worked within the bargaining unit equals one (1) year of full seniority and service.

Section 12.02 Change of Status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of 1800 hours of part-time seniority and service being equivalent to one (1) year of full-time seniority and service credit. For the purposes of seniority calculation, a part-time employee will not accrue more than 1800 hours in any 12 month period. A full-time employee whose status is changed to part-time shall be given credit for seniority and service on the basis of one (1) year of full-time seniority and service being equivalent to 1800 hours of part-time seniority and service credit.

Section 12.03 Probationary Period

Full-time employees newly hired or transferred into the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked and part-time employees

newly hired or transferred into the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked or six (6) calendar months, whichever occurs first. The probationary period may be extended with the mutual agreement of the Employer, employee and the Union.

Employees shall not accumulate seniority during the probationary period; however upon successful completion of the probationary period, the employee will be credited with seniority for the probationary period.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except as expressly provided otherwise in this agreement. The discharge of a probationary employee shall be in accordance with Article 10.10.

Section 12.04 Seniority Lists

The Employer will keep up-to-date seniority lists for the bargaining unit and will post the same on a bulletin board in January and July of each year. A copy of the seniority list shall be sent to the Unifor Local 598 (Mine Mill) Union office at the time of the posting. Seniority lists will include names, classification, department, seniority date for full-time employees and seniority hours accumulated for part-time employees.

Section 12.05 Protests/Complaints re Seniority Lists

Protests with regard to the above-mentioned lists shall be submitted in writing to the Administrator within thirty (30) calendar days of the date the lists are posted on the bulletin boards. When proof of error is presented by the employee or their representative, such error will be corrected immediately and when so correct the agreed upon correction will be final and a revised seniority list will be posted.

Section 12.06 Loss of Seniority, Service

An employee shall lose all service and seniority and shall be deemed to have terminated if the employee:

- (a) Voluntarily quits the employ of the Home;
- (b) Retires or is retired;
- (c) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (d) Has been laid off for twelve months if the employee had less than one (1) year of employment with the Employer on the date of the commencement of the layoff, or twenty-four (24) calendar months if the employee had one (1) year or more of employment on the date of the commencement of the layoff;
- (e) Is absent from work for a period of three (3) consecutive working days or more for which the employee was scheduled to work without a satisfactory reason for such absence;

and/or is absent from scheduled work for a period of three (3) or more days without notifying the Employer without a satisfactory reason for the failure to notify;

- (f) Utilizes a leave of absence for the purpose of engaging in gainful employment elsewhere, unless approved in writing by the Administrator;
- (g) Utilizes a leave of absence for a purpose not granted;
- (h) Fails to return to work upon termination of an authorized leave of absence without satisfactory reason;
- (i) Fails upon being notified of a recall to signify their intention to return within five (5) calendar days after the employee has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after the employee has received the notice of recall;
- (j) Is absent due to illness or non-compensable injury for a period in excess of twenty-four (24) months;*
- (k) Is in receipt of Workers' Compensation as a result of injury incurred while in the employ of the Employer and is absent for a period in excess of twenty-four (24) months.*

[*Note: The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code in the application of (j) and (k).]

Section 12.07 Effect of Absence:

Seniority, service and benefits shall be affected by leaves of absence in accordance with the following:

- (a) It is understood that during an approved absence not paid by the Employer and not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding 30 continuous calendar days (other than an absence under the pregnancy/parental provisions), credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the full-time employee's service or anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which the employee is participating for the period of the absence.

Notwithstanding the above, service will continue to accumulate for an employee who is absent due to illness or due to a disability resulting in a WSIB benefits for a period of three (3) months.

- (c) It is further understood that during such leave of absence not paid by the Employer exceeding thirty continuous calendar days, (other than pregnancy/parental leaves), credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and shall not accrue during the period of absence, and the full-time employee's seniority or anniversary date shall be adjusted accordingly. Notwithstanding this provision,

seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in WSIB benefits or due to illness.

(d) **Benefits: Paid Leave, Sick Leave, WSIB**

The Employer shall continue to pay its share of the premiums for benefit plans for employees who are on approved leave of absence paid by the Employer, if the employee continues their contribution towards said benefits.

In addition, the Employer will continue to pay its share of the premiums for employees who are on WSIB up to twenty-four (24) months following the date of injury. The Employer will continue to pay its share of the benefit premiums for while an employee is absent due to illness and is in receipt of the Weekly Indemnity/EI top up benefit under Article 20.06 to a maximum of seventeen (17) weeks.

(e) **Pregnancy/Parental Leave**

Seniority and service will accrue during pregnancy or parental leave in accordance with Article 15.03. The Employer will continue its share of the benefit premiums during pregnancy or parental leave in accordance with 15.03 if the employee continues **their** share of the premiums.

Section 12.08

No employee covered by this agreement will be assigned to a position outside of the bargaining unit without the employee's consent.

Section 12.09 Seniority and Service re Transfer Outside of the Bargaining Unit

An employee who accepts a promotion with the Employer to a permanent or temporary position outside the bargaining unit and who is returned to the bargaining unit within six (6) months, or **eighteen (18)** months in cases of pregnancy/parental leave replacements, shall not accumulate seniority for the period of time spent outside of the bargaining unit but will maintain the seniority that they had accrued in the bargaining unit prior to the promotion.

Should the employee return to the bargaining unit within this timeframe, all other employee(s) shall revert to their previous positions and employees newly hired to replace either the employee transferring out of the bargaining unit or an employee transferred as a result of the employee transfer out of the bargaining unit will be released.

The parties agree that these time frames may be extended by mutual agreement.

The employee shall pay union dues **at the designated rate** while filling the position outside of the bargaining unit.

Article 13. Job Posting

Section 13.01

In the event new classifications within the bargaining unit are created or permanent vacancies or temporary vacancies as per Article 13.09 occur in a classification within the bargaining unit which the Employer intends to fill, the Employer will post notice on the bulletin board(s) of such vacancy for seven (7) calendar days prior to filling the position. In order to receive consideration, applications from within the bargaining unit must be made within the seven (7) calendar day period referred to herein.

Section 13.02

Notwithstanding 13.01, only the initial vacancy will be posted for seven (7) calendar days. All subsequent vacancies will be posted for three (3) calendar days. The posted vacancies will be numbered in a manner that allows identification of the initial vacancy and sequentially each of the subsequent vacancies.

Section 13.03

The job posting will stipulate the department and classification, the qualifications, the starting date, and for information purposes only the starting shift rotation.

Section 13.04

Employees who are on vacation or a leave of absence of a definite term of three (3) months or less may indicate in advance in writing submitted to the Department Head or their designate their desire to apply for a permanent job posting if such posting should occur during their absence. In such case, if the employee is the successful applicant, the Employer will fill the vacancy temporarily until the employee returns from vacation or leave of absence, provided that the leave of absence does not extend beyond three (3) months.

Section 13.05

If no applications are received by the close of the posting period or if the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire from outside the bargaining unit.

Section 13.06

- (a) In filling vacancies within the bargaining unit all qualified applicants from within the bargaining unit shall be considered on the basis of the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall be awarded the vacancy.
- (b) Notwithstanding 13.06 a), where any qualified applicants from within the bargaining unit have more than three (3) years of seniority, the Employer shall award the vacancy to the most senior applicant who has the necessary ability.

Section 13.07

The name of the successful applicant shall be posted by the Employer within one working day of the posting being accepted and the Employer shall give a copy of the posting to the local Union.

Section 13.08

A successful applicant within the bargaining unit will be placed in the position for a period of one hundred and fifty (150) hours worked. Such trial promotion or transfer shall become permanent after the trial period unless:

- (a) the employee feels that they are not suitable for the position, and wishes to return to their former position; or
- (b) the Employer feels that the employee is not suitable for the position, and requires that the employee return to their former position.

In the event of either (a) or (b) above the employee will return to their former position and salary without loss of seniority within **their** former classification. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

Where a trial promotion or transfer does not become permanent pursuant to (a) or (b) above, the vacancy arising from the employee returning to their former position will not be reposted. Rather, the Employer will offer the vacancy to the next highest ranked qualified applicant, in accordance with 13.06 who had originally applied for that vacancy. In the event that there were no other qualified applicants for the vacancy when it was originally posted or no qualified applicant accepts the posting, the Employer will repost the vacancy for a period of four (4) calendar days.

Section 13.09 Temporary Vacancies

- (a) Temporary vacancies that are reasonably anticipated to be of six (6) calendar weeks duration or less will not be posted. The Employer may fill such temporary vacancies as it deems appropriate.
- (b) Temporary full-time and part-time vacancies that are reasonably anticipated to exceed six (6) calendar weeks duration will be posted in accordance with Article 13.01 in order that any interested part-time employees may apply. Full-time employees may only apply for full-time temporary vacancies which are reasonably anticipated to exceed six (6) months. Full-time employees are not permitted to apply for any part-time temporary vacancies.
- (c) The vacancy will be filled in accordance with the selection criteria set out in 13.06 from amongst the qualified applicants who are eligible to apply as provided for in b) above.
- (d) In the event that there are no successful applicants from amongst those eligible to apply, the Employer may fill the temporary vacancy from outside the bargaining unit or otherwise at its discretion.
- (e) In the event that a part-time employee fills a full-time temporary vacancy, the part-time employee shall retain **their** part-time status during the temporary full-time vacancy period.
- (f) Except as provided for in this subsection below, an employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of the temporary position.

A part-time employee who is filling a temporary vacancy may successfully bid for a maximum of two (2) temporary job postings in any calendar year provided that the temporary postings are for a longer period of time than the temporary position that the employee is currently filling or provide more hours than the temporary position in which the employee is currently filling. Where a part-time employee successfully applies for a temporary vacancy and the employee then turns down the position, it will be deemed to be one of the two (2) successful bids allowed for temporary postings.

- (g) The Employer will outline to any employee selected to fill a temporary vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee on leave from absence, the employee shall have the right to return to the employee's former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s) in accordance with Article 16.08.

Article 14. Layoff And Recall

Section 14.01 Definition of Layoff and Long Term Layoff

A layoff for the purposes of this agreement will be defined as:

- (i) the elimination of a full-time employee's or part-time employee's position, or
- (ii) the reduction in regularly scheduled hours of a full-time employee, or
- (iii) the reduction by more than 50% of the regularly scheduled hours of a part-time employee who has a recurring master line rotation.

A long-term or permanent layoff will be deemed to be any layoff that is reasonably anticipated to exceed twelve (12) calendar weeks.

It is understood that the reduction in regularly scheduled hours of a part-time employee by 50% or less is not a layoff under these Articles 14.01 – 14.06 or under any provision of the collective agreement, but is a reduction in regularly scheduled hours that is addressed under Article 14.07.

Section 14.02 Notice of Permanent, Long-Term Layoff

Notice to the Union

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

The Employer will meet with the Union through the Union/Company Committee to review the reasons and expected duration of the layoff, any realignment or service of staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in the collective agreement.

Notice to the Employees

In the event of a layoff of a permanent or long term nature, the Employer will provide the affected employees with notice in accordance with the Employment Standards Act. Subject to any notice exceptions in the Employment Standards Act, the notice shall be in accordance with the following schedule:

<u>Employee's Period of Employment:</u>	<u># of Weeks of Notice</u>
Less Than 1 Year	1 Week
1 Year or more but less than 3 Years	2 Weeks
3 Years or more but less than 4 Years	3 Weeks
4 Years or more but less than 5 Years	4 Weeks
5 Years or more but less than 6 Years	5 Weeks
6 Years or more but less than 7 Years	6 Weeks
7 Years or more but less than 8 Years	7 Weeks
8 Years or More	8 Weeks

Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

Section 14.03 Layoff Process (Full-Time)

- (a) In the event of a layoff of full-time employee(s), the Employer will lay-off full-time employees within the affected classification(s) and, where applicable, within the affected shift(s) in the reverse order of their bargaining unit seniority provided that there remain on the job employees who have the ability and qualifications to perform the work, subject to the following:
- (b) A full-time who is subject to layoff shall have the right to:
 - (i) accept the layoff; or
 - (ii) displace a full-time employee who has lesser bargaining unit seniority and who is the least senior full-time employee within the same classification or an identical paying or lower paying classification provided that the full-time employee originally subject to layoff is qualified for and can perform the duties of the classification without training. An employee will not be denied a displacement opportunity if the employee's lack of qualification for a junior employee's position can be remedied by three (3) shifts of orientation; or
 - (iii) displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical paying or lower paying classification, provided that the full-time employee is qualified for and can perform the duties of the classification without training. An employee will

not be denied a displacement opportunity if their lack of qualification for a junior employee's position can be remedied by three (3) shifts of orientation;

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

The decision of the full-time employee to choose (i), or (ii) or (iii) above shall be given in writing to the Administrator within three working days following the notification of layoff. Employee's failing to do so will be deemed to have accepted the layoff.

Section 14.04 Layoff Process (Part-Time)

In the event of a layoff of part-time employee(s), the Employer will lay-off part-time employees within the affected classification(s) and, where applicable, within the affected shift(s), in the reverse order of their bargaining unit seniority provided that there remain on the job employees who have the ability and qualifications to perform the work, subject to the following:

A part-time employee who is subject to layoff shall have the right to:

- (i) accept the layoff; or
- (ii) displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical paying or lower paying classification provided that the part-time employee originally subject to layoff is qualified for and can perform the duties of the classification without training. An employee will not be denied a displacement opportunity if their lack of qualification for a junior employee's position can be remedied by a three (3) shifts of orientation.

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

The decision of the part-time employee to choose (i) or (ii) above shall be given in writing to the Administrator within three working days following the notification of layoff. Employee's failing to do so will be deemed to have accepted the layoff.

Section 14.05 Benefits on Layoff

In the event of a lay-off, provided the full-time employee deposits with the Home **their** share of the premium costs of insured benefits for the succeeding month (save for sick leave, Weekly Indemnity and EI Sick top-up for which laid-off employees are not eligible) the Employer shall pay its share of the insured benefit premiums for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off full-time employee is employed elsewhere, whichever comes first.

Section 14.06 Recall Rights

[Clarification Note: Recall rights apply to those employees who have been laid off and are not actively employed either because they did not exercise their displacement rights or were unable to displace any other bargaining unit employee and "laid off" or "on layoff" shall bear the same meaning for the purposes of this Article.]

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided the employee has the ability and qualifications to perform the work.

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

- (b) The Job Posting Process applies prior to the exercise of recall rights. If a laid off employee bids for and is successful in obtaining a job posting, the employee shall have no further rights with regard to recall.
- (c) No new employees shall be hired from outside of the bargaining unit 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 non-qualified or unable to perform the work available.
- (d) Employees on lay-off or notice of lay-off will be given opportunities for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy will not be required to accept such recall and may instead remain on lay-off.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of **their** intention to return to work within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer and return to work within fourteen (14) calendar days after being notified of recall. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for **their** proper address being on record with the Employer.

Section 14.07 Reduction in Regularly Scheduled Hours of a Part-Time Employee

- (a) Where the Employer reduces the number of regularly scheduled hours of a part-time employee who has a master line rotation by 50% or less, the Employer will provide the Union with at least three (3) weeks written notice, which notice is not in addition to the notice for individual employees. The Employer will provide affected employees with at least two (2) week's notice of reduction of hours. Consistent with the options to displace as set out below, employees who are potentially impacted will be given notice of reduction in hours at the outset of the process.
- (b) A part-time employee who is subject to reduction in regularly scheduled hours shall have the right to:
 - (i) accept the reduction in hours; or
 - (ii) displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical paying or lower paying classification provided that the part-time employee originally subject to reduction in hours is qualified for and can perform the duties of the classification without training and subject to the following. It is understood that a part-time employee cannot displace an employee who has a greater number of regularly scheduled hours than the part-time employee had prior to the reduction in hours. Accordingly, the part-time employee must displace the least senior part-time employee with regularly scheduled hours greater than the employee's reduced hours.

An employee will not be denied a displacement opportunity if their lack of qualification for a junior employee's position can be remedied by three (3) shifts of orientation

The decision of the part-time employee to choose (i) or (ii) above shall be given in writing to the Administrator within three working days following the notification of reduction of hours. Employee's failing to do so will be deemed to have accepted the reduction in hours.

Article 15. Leaves Of Absence

Section 15.01 Personal Leave

The Administrator or their designate may grant, in writing, a request for a leave of absence without pay for personal reasons provided that **they** receive at least four (4) weeks advance written notice, unless impossible, and further provided that such leave may be arranged without undue inconvenience to the normal operations and staffing requirements of the Nursing Home. The leave will not be unreasonably denied. Where it is not possible for the employee to provide four (4) week's notice, the employee shall provide as much advance notice of their request as possible. Applicants when applying must indicate the reason, the date of departure and the date of return.

Except as hereinafter provided, it is further understood that personal leaves of absence will not be granted during the prime summer vacation period of June 15th to September 15th or during the period from December 15th to January 8th. In extenuating compassionate circumstances, the employer may grant a personal leave of absence during these time periods.

It is expressly understood that personal leaves of absence will not be granted for the purposes of the employee engaging in gainful employment elsewhere, except where authorized in writing by the Administrator.

Section 15.02 Jury Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who is required to serve as a juror in any court of law, or is required to attend as a subpoenaed witness in any court in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home.

The Employer shall pay such an employee at their straight time hourly rate of pay for all scheduled hours missed due to such attendance provided that the employee:

- (a) Notifies the Employer immediately on the employee's notification that they will be required for such service or attendance as set out above;
- (b) Presents proof of service requiring the employee's attendance and proof of dates and times of attendance;
- (c) Deposits with the Employer the full amount of compensation received, excluding mileage, traveling allowance and meal allowance, and an official receipt thereof;
- (d) Comes to work during those scheduled hours of the day shift that the employee is not required to serve or attend for the purposes set out above.

An employee on leave in accordance with this provision shall accumulate seniority and service.

Section 15.03 Pregnancy and Parental Leave

(a) Preamble

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

(b) Pregnancy Leave

- (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 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer at least two (2) week's notice, in writing, of the day upon which **they** intend to commence **their** leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that **they are** pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with **their** Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks' notice of the employee's intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) week's notice of their intention to do so, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that the employee is able to resume their work.

Additional leave of absence may be taken under Article 15.03 c), Parental Leave.

- (iv) An employee who does not apply for leave of absence under Article 15.03 b) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 b) i) upon providing the Employer, before the expiry of two (2) weeks after **they** ceased to work, with a certificate of a legally qualified medical practitioner stating that **they were** not able to perform the duties of **their** employment because of a medical condition arising from **the** pregnancy, and giving the estimated day upon which, in **the medical practitioner's** opinion, delivery will occur or the actual date of her delivery.
- (v) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

It is understood that an employee who makes an election to continue their contribution towards benefits under this provision shall provide the Employer with payment for the amount required on or before the first day of each month.

Where an employee makes such election to continue their contribution towards the benefits, but then does not remit their payment to the Employer as required above, the

benefit coverage will be discontinued and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- (vi) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the leave, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift, if designated.

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

- (vii) 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 their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.03 b vi).
- (viii) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- (ix) 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.
- (x) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.03 c) of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that **they** intend to take parental leave.

(c) 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 their own, or as may be defined or interpreted under the Employment Standards Act.
- (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) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin whenever possible.

- (v) For the purposes of parental leave under 15.03 c), the provisions under 15.03 a), 15.03 b)iii), v), vi), vii), viii), ix), x) shall also apply.
- (vi) An employee may end their parental leave as set out above provided the Employer receives written notice at least two (2) weeks before the last day of leave..

Section 15.04 Education Leave

- (a) The Employer may grant an employee's request for an unpaid leave of absence to a maximum duration of eight (8) months for an employee to upgrade their employment qualifications as they relate to work in the Nursing Home, provided that the employee provides at least one (1) month's notice in writing and further provided that the leave of absence may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying must indicate the date of departure and specific date of return. Any benefits based on service and seniority shall be retained but not accumulated, to that which the employee held prior to the Education Leave.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications in order to maintain their employment, the Employer shall pay the full cost associated with the courses.
- (c) Where the Employer requires an employee to attend any in-service program or any mandatory training within the Home during the employee's regularly scheduled working hours, the employee shall suffer no loss of regular pay for scheduled working hours missed. Where practicable, the Employer will provide employees with access to a computer where the training is on-line and time during their regularly scheduled hours of work to attend such mandatory training and mandatory in-services.

When an employee is required by the Employer to attend in-services including online education outside their regularly scheduled working hours, and the employee does attend same, the employee shall be paid for all time spent on such attendance at their regular straight time rate of pay.

[Note: The Employer's payment obligations under b) shall not apply to pre-employment conditions for employment.]

Section 15.05 Union Leave of Absence

The Employer will grant unpaid leaves of absence to employees to attend to Union business so long as the leaves do not interfere with the proper operation of the Nursing Home, and subject to the conditions set out herein:

- (a) The aggregate cumulative total leaves for the bargaining unit shall be forty (40) days in a calendar year, which does not include leaves of absence for employees selected to attend

Unifor education leaves. The aggregate cumulative total leaves for employees selected to attend Unifor Education leaves shall be twenty-five (25) days in a calendar year;

- (b) The Union provides at least four (4) weeks written advance notice of the requested leave. Where such notice is impossible, the Union will provide as much advance notice as possible;
- (c) The leave is subject to the ability of the Employer to replace the employee at straight time hourly rates of pay.

The Employer will keep an employee's salary and benefits (statutory and employment benefits) whole while the employee is absent due to Union leave under this Article 15.05, and the Union will fully reimburse the Employer for the cost of the salary and benefits upon receipt of the Employer's monthly billing.

Section 15.06 Long Term Union Leave

Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for a long term leave of absence without pay to an employee elected or appointed to a full-time position with the Local or the National Union. Such leave shall be for a period of up to three (3) years and may be renewed for a further period as may be agreed between the parties.

Notwithstanding that the leave is a leave without pay, the employee will accumulate seniority and service during the leave. It is agreed that the employee will be considered an employee of the Union for WSIB purposes during the leave and the Union shall arrange for WSIB coverage.

Section 15.07 Bereavement Leave

- (a) Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of **five (5)** days without loss of pay, ending with the day following the day of the funeral or equivalent service.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted a leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral or equivalent service.
- (c) It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service of the employee's aunt, uncle, niece or nephew.
- (e) Except as provided below, an employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which the employee is receiving payments for sick pay or when the employee is on leave of absence.

When an employee is on vacation and suffers a bereavement for which they are entitled to be paid under this Article, the employee will be paid bereavement leave in accordance with this Article and their vacation shall either be extended by the portion of the vacation deemed to be bereavement leave or the missed vacation shall be rescheduled, as mutually agreed.

Where a full-time employee is scheduled off on a holiday and the employee is eligible for paid bereavement leave under this Article, the employee will be paid for the bereavement leave in accordance with the above and will be entitled to a day off in lieu of the holiday to be scheduled in accordance with the lieu day scheduling provisions of Article 18.

Where a full-time employee is off on paid sick leave and suffers a bereavement under the terms of this Article and the employee attends the funeral, the bereavement leave will not be charged against the accumulated short term sick leave credits.

- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- (g) In the event of a delayed internment, an employee may save one of the days identified above in a) or b) without loss of pay to attend the internment.

Section 15.08 Emergency Leaves of Absence

An employee's entitlement to and obligations with regard to unpaid emergency leaves of absence shall be governed by the Employment Standards Act.

Section 15.09 Family Medical Leave of Absence

An employee's entitlement to and obligations with regard to unpaid family medical leave shall be governed by the Employment Standards Act.

Article 16. Hours Of Work & Scheduling

Section 16.01

Nothing in the following provisions or in this collective agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or of the number of shifts of work per week or any other time period.

Section 16.02

The normal hours of work for a full-time employee shall be seven and one-half (7 ½) hours per day, not including a one-half hour unpaid meal period, and seventy-five (75) hours per bi-weekly period, exclusive of unpaid meal periods. The meal period will be scheduled within the first 5 ½ hours of the shift.

Section 16.03

The Employer will schedule a full-time employee off, on average, four days in the bi-weekly period.

The Employer will schedule full-time employees off every second weekend, unless the employee consents or requests to be scheduled to work additional weekends. The Employer will endeavour to schedule part-time employees off at least two weekends in a month but will assure part-time employees are scheduled off at least one weekend in three (3), unless the employee consents or requests to be scheduled to work additional weekends.

Section 16.04

An employee will be permitted a paid rest period of fifteen (15) minutes for each four (4) hours they are required to work, to be taken at time(s) designated by the Employer.

Section 16.05

Meal periods will be uninterrupted, except in cases of emergency. If due to an unforeseen circumstance, an employee is required to work through all or part of their meal period, that portion of the meal period that was interrupted shall be rescheduled as soon as practical thereafter.

Section 16.06

It shall be the responsibility of the Department Head or their designate to construct posted work schedules, including the days and shifts of work for an employee, the starting and quitting times each day, and the timing of lunch and rest periods.

Section 16.07

The Work Schedules will be posted at least two (2) weeks before being effective.

Section 16.08

It shall be the responsibility of the employee to consult the posted work schedule.

- (a) It is understood that in the normal course, once the work schedule is posted, the Employer shall not change the posted days and shifts of work of an employee without the employee's consent, which consent shall not be unreasonably withheld by the employee.
- (b) It is understood that a) does not apply in circumstances of layoff, or in extenuating circumstances where the change in the posted schedule is necessary for resident care. In such cases, changes to the posted work schedule required by the Employer shall be brought to the attention of the employees as soon as possible.
- (c) It is understood that a) does not apply where the change in an employee's posted schedule arises due to another employee returning from a leave of absence with short notice, as herein provided.

It is understood that employees returning earlier than anticipated from a leave of absence other than illness or WSIB leaves are to provide at least two (2) week's notice prior to returning. Employees returning from illness leave or WSIB are to notify the Employer by no later than noon (12 pm) on the day prior to the day that the employee is seeking to return. Where the employee provides the minimum notice and the Employer has already replaced the employee's shifts beyond the notice period, the shifts of the replacement employees will be cancelled. Such cancellation will not be a violation of the collective agreement and the Employer will not be liable to the replacement employees for compensation for the cancelled shifts.

If an employee provides less than the required minimum notice, as applicable, and replacements have already been scheduled for the shifts falling within the required 2 week notice period (or, for WSIB or illness, the notice period provided for above), the shifts of the replacements will not be cancelled, and the returning employee will not be scheduled for those shifts. The Employer will not be liable for compensation to the returning employee for the said shifts.

Section 16.09

The Employer will not schedule full-time employees to work split shifts.

Section 16.10

- (a) Employees will be allowed to trade, that is mutually exchange shifts, with another employee of their own classification, with the prior approval of their Department Head or designate. Such request will be in writing, dated, signed, and co-signed by the employee willing to exchange shifts, and submitted for approval at least five (5) calendar days prior to the exchange unless such notice is not possible, in which case the employees will submit their request with as much advance notice as is possible. Such approval shall not be unreasonably withheld.
- (b) It is understood that any such change initiated by the employee and approved by the Department Head or designate shall not result in overtime compensation or any increased cost to the Employer or in any other claims on the Employer by any employee or by the Union under the terms of this Agreement.

Section 16.11

An employee will obtain permission from their Department Head or designate before leaving work prior to their scheduled quitting time.

Section 16.12 Restructuring of Master Staffing Line Schedules

When the Employer decides to restructure the Master Staffing Schedule, the Employer will make every reasonable effort to provide the Union with 90 days advance written notice of any restructuring of the Master Staffing Schedules for the bargaining unit and will meet the Union to review the restructuring and its impact on employees in the bargaining unit. It is understood that this provision does not apply to proposed layoffs: the notice requirements and process for layoffs is governed by the provisions of Article 14 of the collective agreement.

Where the employer restructures the Master Staffing Schedule, the employer will provide the Union Chairperson with a copy of the revised Master Staffing Schedule.

Article 17. Premium Payment

Section 17.01

The regular straight time hourly rate of pay is that prescribed in the wage schedule of the collective agreement.

Section 17.02

Overtime shall be paid for all hours worked in excess of seven and one-half (7 ½) hours in a shift, exclusive of the unpaid meal period, and/or seventy-five (75) hours biweekly, exclusive of unpaid meal periods, at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay. All overtime must be authorized in advance by the Department Head or designate.

Section 17.03

A full-time employee who is absent on paid time on scheduled work days because of sickness or holidays or vacation shall be considered as if they had worked their scheduled hours during such absence for the calculation of eligibility for overtime.

Section 17.04

If an employee works a full seven and one-half hour shift and then works at least two (2) hours of overtime consecutive with the 7.5 hour shift, the employee shall be provided a meal by the Employer, or if a meal cannot be provided they shall receive a meal allowance of five dollars (\$5.00).

Section 17.05

In the event that the Employer requires overtime to be worked at the end of a shift, the Employer will offer the overtime first to the full-time employees within the classification who are on shift in order of seniority and then to the part-time employees within the classification who are on shift in order of seniority. In the event no employee voluntarily accepts the overtime work, the Employer will assign the overtime work to employees within the classification who are on shift in the reverse order of seniority.

Section 17.06

Overtime premiums or other premiums shall not be duplicated nor pyramided.

Section 17.07 Daylight Savings Time

During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for the hours actually worked at straight time wages.

Section 17.08 Weekend Premium

The Employer will pay a weekend premium of thirty cents (\$0.30) per hour for each hour worked between the start of the shift commencing on or about 2300 hours on Friday to the end of the shift ending on or about 2300 hours on Sunday. The weekend premium will not form part of the straight time hourly rate of pay.

Effective December 2nd, 2024 (date of ratification), the Employer will pay a weekend premium of fifty cents (\$0.50) per hour for each hour worked between the start of the shift commencing on or about 2300 hours on Friday to the end of the shift ending on or about 2300 hours on Sunday. The weekend premium will not form part of the straight time hourly rate of pay.

Section 17.09 Minimum Reporting Allowance

- (a) If an employee reports for work at their scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at their regular straight time hourly rate of pay, provided that the employee has not previously received notification orally or in writing from their Department Head or designate not to report.

This minimum reporting hours of work or allowance does not apply and is not payable in case of any labour dispute or emergency such as fire and power shortage, which disrupt the operation of

the Nursing Home, nor shall it apply to employees returning to work without required notice after absence.

Section 17.10

- (a) Where the Employer offers an employee a call-in shift within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided the employee completes the shift for which the employee was called in.

Article 18. Holidays

(Applicable to full-time employees only save and except 18.03 which is applicable to part-time employees.)

Section 18.01 List of Holidays

- (a) A full-time employee who otherwise qualifies hereunder shall receive the following paid holidays:

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

- (b) In addition to the designated holidays in a) above, full-time employees will be eligible for two float holidays per calendar year.

Float holidays will be scheduled on date(s) mutually satisfactory to the employee and Department Head **but shall not be permitted to be scheduled during the period of December 15th to January 8th**. A full-time employee requesting a float holiday must submit their request in writing to the Department Head at least one week prior to the posting of the schedule in which the requested float holiday(s) falls and must also qualify in accordance with Article 18.02 below.

- (c) If another federal, provincial or municipal holiday should be proclaimed during the term of the Collective Agreement, such additional legislated holiday would replace one of the designated holidays in the Collective Agreement. The intent of the parties is that the number of holidays will not exceed eleven (11) in this agreement.

Section 18.02

- (a)
 - (i) In order to be eligible for a paid holiday, a full-time employee must have worked their last scheduled shift immediately preceding, and their first scheduled shift immediately following, the holiday, unless the employee is on vacation or is absent due to an illness or injury confirmed by a physician's certificate, if requested.

- (ii) Employees shall not be entitled to holidays with pay which fall during the period of Pregnancy, Parental, WSIB, or an unpaid leave of absence over thirty (30) days.
 - (iii) A full-time employee who is absent as a result of legitimate illness or accident will be eligible for the holiday(s) during the illness or accident to a maximum of one (1) holiday in any period of illness
- (b) An otherwise eligible full-time employee who is scheduled to work on one of the designated holidays but does not report to work and work as scheduled, shall forfeit their holiday pay for the particular holiday unless absent due to illness or injury which is confirmed by a physician's certificate, if requested.

Section 18.03

A part-time employee who works on any of the designated non-float holidays listed in 18.01 a) shall be paid at the rate of one and one-half times (1 ½x) their regular straight time rate of pay for all hours worked on the holiday.

Section 18.04

A full-time employee who is required to work on any of the above named holidays shall be paid at the rate of time and one-half times (1½x) their regular straight time rate of pay for all hours worked on such holiday. In addition, a full time employee who has qualified in accordance with 18.02 will be granted either:

- (a) Holiday pay; or
- (b) A lieu day off with pay, to be taken within the posted schedule in which the holiday falls on or **seventy-five (75)** days following the holiday. Where the employee has earned two (2) lieu days, the employee may request the lieu days to be taken consecutively provided that the lieu days are taken within **seventy-five (75)** days following the first holiday. It is understood that the lieu day(s) must be taken on day(s) mutually satisfactory to the employee and the Department Head.

It is understood that the full-time employee must advise the Employer in writing at least seven (7) calendar days prior to the posting of the schedule in which the holiday falls whether the employee elects a) or b) and, if they elect b) they must at the same time advise the Employer of the date(s) upon which they request to take the lieu day. Where the full-time employee fails to so advise the Employer the employee will be paid holiday pay for the holiday.

[*Where the full-time employee takes a lieu day before the holiday and does not subsequently qualify for the holiday, it is agreed that the employee will owe the Employer the cost of the holiday pay and any attendant benefit costs. The Employer will recover the holiday pay by reducing the full-time employees pay for the pay period in which the holiday falls or by otherwise reducing monies owing the employee.]

Section 18.05

Where a holiday falls on a full-time employee's scheduled day off and the full-time employee qualifies for holiday pay in accordance with Article 18.02, the full-time employee will be paid holiday pay or will be granted a lieu day off with pay to be taken within the posted schedule in which the holiday falls or **seventy-five (75)** days following the holiday. Where the employee has earned two (2) lieu days, the employee may request the lieu days to be taken consecutively

provided that the lieu days are taken within **seventy-five (75)** days following the first holiday. It is understood that the lieu day(s) must be taken on day(s) mutually satisfactory to the employee and the Department Head.

The same rules with respect to employee the seven (7) day advance posting notification of their election to be paid holiday pay or take a lieu day off with pay and their requested day if they opt for the lieu day as provided for in Article 18.04 apply.

[*Where the employee takes a lieu day before the holiday and does not subsequently qualify for the holiday, it is agreed that the employee will owe the Employer the cost of the holiday pay and any attendant benefit costs. The Employer will recover the holiday pay by reducing the employee's pay for the pay period in which the holiday falls or by otherwise reducing monies owing the employee.]

Section 18.06

A shift that begins or ends during the twenty-four (24) hour period of the calendar day of the above holidays, where the majority of hours of the shift fall within the calendar day of the holiday shall be considered a holiday shift and work performed on that shift shall be considered work performed on the holiday.

Section 18.07

The Employer will endeavour to schedule employees off three consecutive days at either Christmas or New Year's, on a rotating basis from year to year, subject to the Employer being able to satisfy its staffing requirements. For those who are granted time off at Christmas, the Employer will endeavour to provide Christmas Eve, Christmas Day and Boxing Day off. For those employees who are granted time off at New Year's, the Employer will endeavour to provide as two of the days, New Year's Eve and New Year's Day off.

A full-time employee will be required to count one of the three (3) days off as a holiday lieu day off with pay.

The Employer will post a blank Christmas/New Years request schedule by October 15th, **and will also post the period that staff members were granted time off the previous year (i.e. Christmas or New Years).** By November 1st, the full-time employees must notify the Employer in writing the dates upon which they wish to take their two (2) remaining lieu days off with the rules of 18.04 applying save and except for the 7 day advance of posted scheduled notification which is for Christmas and New Year's replaced with this November 1st deadline. The Christmas and New Year's schedule will be posted by November 15th.

Where the Employer is unable to schedule all employees off for three (3) days, the Employer will first endeavour to schedule all or as many full-time employees off for the three (3) days as possible, then all or as many regular part-time employees with regularly scheduled line rotations off as possible and then as many part-time employees without regular line rotations as is possible. It is understood that a part-time employee who is filling a temporary full-time vacancy as of November 1st of each year will be treated as a full-time employee for the purposes of this scheduling sequence.

It is agreed that the normal scheduling provisions shall not apply during the period of December 15th - January 8th.

Article 19. Vacation

Section 19.01

- (a) Vacations shall be granted to full-time employees in accordance with the following schedule based on their service as at December 31st of each year:

Vacation Service as at December 31 st	Time Off Entitlement for following Vacation Year	Vacation Pay Entitlement for following Vacation Year
Less than 1 year	-----	4% of previous year's gross earnings
1 year to less than 3 years	2 calendar weeks	4% of previous year's gross earnings
3 years to less than 8 years	3 calendar weeks	6% of previous year's gross earnings
8 years to less than 15 years	4 calendar weeks	8% of previous year's gross earnings
15 years to less than 22 years	5 calendar weeks	10% of previous year's gross earnings
22 years or more	6 calendar weeks	12% of previous year's gross earnings

- (b) Vacations shall be granted to part-time employees in accordance with the following schedule based on their service as at December 31st of each year:

Vacation Service: Total Hours Paid by Employer as at December 31 st	Time Off Entitlement for following Vacation Year	Vacation Pay Entitlement for following Vacation Year
0 to less than 1800 hours worked	-----	4% of previous year's gross earnings
1800 to less than 5400 hours worked	2 calendar weeks	4% of previous year's gross earnings
5400 to less than 14400 hours worked	3 calendar weeks	6% of previous year's gross earnings
14400 to less than 27000 hours worked	4 calendar weeks	8% of previous year's gross earnings
27000 to less than 39,600 hours worked	5 calendar weeks	10% of previous year's gross earnings
39,600 hours or more worked	6 calendar weeks	12% of previous year's gross earnings

Section 19.02

The vacation year is from January 1st – December 31st. The date for determination of an employee's "vacation service" for purposes of vacation entitlement is December 31st of the year prior to the year in which the vacation is taken.

Section 19.03 Vacation on Termination

An employee terminating **their** employment at any time in the vacation year before the employee has taken all of their vacation entitlement shall be entitled to any vacation pay earned.

Section 19.04

- (a) For the purposes of vacation entitlement, seven consecutive calendar days equals one vacation week. Vacation must be taken in minimum one week blocks and cannot be taken in single or split days, except as provided for in b) below:
- (b) Employees who are entitled to three (3) or more weeks of vacation entitlement may take up to **two (2)** weeks of their vacation entitlement in single days or combinations of single days provided that the single days cannot be taken:
 - (i) on their scheduled weekends of work during the period of June 15th to September 15th; or
 - (ii) during the period of December 15th – January 8th.

It is further understood that during the period of June 15th – September 15th vacation requests in minimum one (1) calendar week blocks take priority over vacation requests for single days or combinations of the single days during this period notwithstanding Article 19.08. Any single vacation days taken during the summer period of June 15th – September 15th are included in the two week summer vacation cap for that period provided for in 19.08 a).

It is understood that for the purposes of this provision only, for full-time employees **ten (10)** single vacation days is equivalent to **two (2)** weeks of vacation entitlement. For a part-time employee **six (6)** single vacation days is equivalent to **two (2)** weeks of vacation entitlement.

It is understood that the employee must request single vacation days in accordance with the applicable timeframes for vacation requests set out in Article 19.08.

Section 19.05

Vacation shall not accumulate from year to year and all vacation entitlement must be taken by December 15th.

Section 19.06

An employee must take their vacation entitlement. An employee cannot waive vacation entitlement and draw double pay.

Section 19.07

Vacation shall not be granted during the period of December 15th - January 8th.

Section 19.08

- (a) Subject to the following, the choice of vacation period for those employees who have submitted their request(s) by March 31st shall be based on the selection by the employees within the classification in accordance with their bargaining unit seniority, but shall be

finally determined by the Administrator or designate having due regard to the proper operation of the facility and the Employer's staffing requirements.

It is however agreed that an employee shall not be entitled to take more than two (2) weeks of their vacation entitlement during the period of June 15th to September 15th, unless the Employer can accommodate additional vacation after having accommodated all of the vacation requests of employees who requested up to two week's vacation during the period of June 15th to September 15th. The Employer shall first consider those staff with 5 or more calendar week's vacation entitlement if they are able to accommodate additional vacation requests, and will give reasons to such staff if the requests for additional vacation are denied.

- (b) The Employer will post a blank vacation request schedule by March 1st of each year. Employee vacation requests are to be submitted by March 31st. By April 30th, the Employer shall inform the employees who have submitted their vacation requests by March 31st whether their request(s) was approved or denied. In addition, by April 30th, the Employer will post the list of employees who have been granted vacation during the period of June 15th to September 15th.
- (c) Requests submitted after March 31st for vacation time may be granted provided that the Employer can fulfill its staffing needs having due regard to the operation of the facility. Such requests will be considered on a first come first serve basis and must be submitted in writing to the employee's Department Head one month prior to the posting of the work schedule in which the requested vacation period occurs.

It is expressly understood that employees who filed a timely vacation request by March 31st in accordance with b) above will receive priority consideration for their vacation requests, and where their initial requests could not be accommodated in accordance with the selection criteria in b) above, all of their subsequent requested vacation times over an employee who submits such a late request. An employee submitting a request after March 31st cannot utilize their seniority to displace any employee who submitted a timely request.

- (d) By September 1st, the Employer will post a notice identifying employees who have not scheduled all of their vacation entitlement. Where an employee has not made their vacation request by September 15th for all of **their** vacation entitlement, the Employer will schedule their vacation to take place by December 15th.
- (e) Personal leaves of absence will not be granted during the prime summer vacation period of June 15th – September 15th, except as provided for in Article 15.01.

Section 19.09 Vacations- Interruption

- (a) Where a vacationing employee or an employee about to commence vacation becomes seriously ill or injured requiring the employee to be an in-patient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.

Where the employee is discharged from the hospital and is still seriously ill or injured requiring the employee to receive ongoing medical care and/or treatments resulting in the employee being confined to their residence or to bed rest, the period of such serious illness or injury will be considered sick leave provided the employee provides satisfactory medical documentation of the ongoing need for medical care and confinement.

- (b) 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.

Section 19.10

Employees will be paid their vacation pay on the regular pay day(s) in advance of their taking of vacation.

The Employer may at its sole discretion pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

Section 19.11

Grievances concerning an employee's vacation pay entitlement will be initiated at Step 2 of the Grievance Procedure.

Article 20. Sick, Health & Welfare Benefit (Applicable to Full-Time Employees Only)

Section 20.01

The Employer agrees to contribute its portion of the billed premium costs of the health and welfare and sick benefit plans as provided for in Article 20.02-20.06 below for coverage of eligible full-time employees, provided that the minimum enrolment requirements of the insurers are met and subject to the following terms. "Eligible employees" refer to full-time employees who are in the active employ of the Employer and who have completed the waiting period as defined in c) below and who satisfy the eligibility enrolment requirements of the insurer as specified in the Benefit Plan documents.

Details of eligibility, coverage, claims filing etc. are governed by the Benefit Plan documents.

- (a) All eligible full-time employees in the active employ of the Employer will be automatically enrolled in the Weekly Indemnity Plan and in the Life Insurance Plan upon completion of the waiting period as defined in c) below, with coverage effective as determined by the carrier in accordance with the terms of the Plan.
- (b) All eligible full-time employees in the active employ of the Employer may elect to **enroll** in the Major Medical Plan (which includes the vision care plan) and Dental Plan within 31 calendar days following the date of the completion of the waiting period, as defined in 20.01 c) below. The full-time employee electing to **enroll** in these Plans must complete and submit the required application form(s) within this 31 calendar day period following the date of the completion of the waiting period. The Employer will notify the employee when the employee's waiting period has expired.

Eligible full-time employees who choose to participate in the Major Medical Plan and the Dental Plan must participate in each of these benefit plans and cannot choose to participate in only one of these benefit plans, except as provided herein. A full-time employee who chooses to participate in the benefit plans but who has spousal coverage under one or more of a Health Plan and Dental Plan may upon proof of the spousal coverage, opt out of the plan(s) for which the employee has spousal coverage but must take the other benefit plan.

An employee who either elects not to participate in either one of the Major Medical and Dental Plans in accordance with the above or who fails to complete and submit the

required application forms within the 31 calendar day time period following the date of completion of the waiting period, will only be permitted to subsequently apply for enrolment under the late applicant rules and restrictions, as per Article 20.08 and the terms of the Benefit Plan documents.

- (c) The required waiting period for benefit enrolment is as follows:
- (i) The waiting period for a new full-time hire is completed on the first calendar day following the date of successful completion of the probationary period;
 - (ii) The waiting period for a part-time employee who is the successful applicant to a full-time vacancy and who has previously completed their probationary period is completed on the first calendar day of the month following the date of transfer to the full-time position;
 - (iii) The waiting period for a part-time employee who is the successful applicant to a full-time vacancy but who has not previously completed their probationary period is completed on the later of the following two dates: i) the first day of the calendar month following the successful completion of the probationary period; ii) the first calendar day of the month following the date of transfer to the full-time position.

The Employer will notify the employee when the waiting period has expired at which time the employee will have thirty-one (31) calendar days to complete and submit the required application forms

It is understood that ii) and iii) above are not applicable to a part-time employee who temporarily fills a full-time vacancy; such part-time employee retains part-time status in accordance with Article 13.09.

Section 20.02 Life Insurance

The Employer agrees to contribute 100% of the billed premium costs towards coverage of eligible full-time employees under a Life or Accidental Death or Dismemberment in the principal sum of \$17,000.00.

Effective the first full calendar month following May 4, 2015 (the date of ratification of the Memorandum of Settlement), the Employer agrees to contribute 100% of the billed premium costs towards coverage of eligible full-time employees under a Life or Accidental Death or Dismemberment in the principal sum of \$22,000.00.

Section 20.03 Major Medical

The Employer agrees to contribute 100% of the billed premium costs towards coverage of eligible full-time employees.

The Drug Plan under the Major Medical Plan will have a \$7.50 dispensing cap fee and a \$1.00 deductible per prescription.

Effective two full calendar months following May 4, 2015 (the date of ratification of the Memorandum of Settlement), the Employer will introduce a Drug Card with positive enrolment included.

The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The plan will reflect positive enrolment.

The Major Medical Plan will provide for a \$300.00/lifetime hearing aide benefit.

Section 20.04 Vision Care

The Employer will pay 100% of the billed premium costs towards coverage of eligible full-time employees with coverage of \$175.00 every 24 months.

Effective the month after ratification, the Employer will pay 100% of the billed premium costs towards coverage of eligible full-time employees with coverage of **\$300.00 and include an Eye Exam** every 24 months.

Section 20.05 Dental Plan

The Employer agrees to contribute 50% of the billed premium costs towards coverage of eligible full-time employees under a Dental Plan provided that the enrolment requirements of the plan are met and provided that the participating employee pays the remaining 50% percent of the billed premium through payroll deductions. The Dental Plan will be based on the current ODA with a two (2) year lag. The annual maximum per insured person is \$1,500. The Dental Plan will provide for a nine (9) month routine recall coverage limit for adults only, with a six (6) month routine recall coverage limit for children.

Section 20.06 Sick Leave Plan

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

- (a) Absence for injury compensable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.
- (b) Full-time employees who have completed their probationary period will accrue 3.75 hours per 162.5 hours worked to a maximum of 22.5 sick hours. Days accrued shall be utilized to pay for the first three days of legitimate personal illness or injury.

There shall be no payment for the first two (2) days of absence in the fourth and subsequent periods of absence due to sickness in each calendar year.

- (c) The Employer will pay 100% of the billed premium towards coverage of eligible full-time employees under a Weekly Indemnity plan covering legitimate personal illness or injury from the 4th calendar day up to the end of the **first** calendar week of such illness or injury. Payment under the Weekly Indemnity plan will be 66-2/3% of straight-time scheduled wages lost.
- (d) The full-time employee will receive EI sick leave for weeks **two** through **sixteen** of any legitimate illness or injury and such pay will be topped up to 66-2/3% of straight-time scheduled wages lost by the employee.
- (e) The Employer will pay 100% of the billed premium towards coverage of eligible full-time employees under a Weekly Indemnity plan covering legitimate illness or injury for weeks

seventeen through twenty-five of any legitimate illness or injury. Payment under Weekly Indemnity will be 66-2/3% of straight time scheduled wages lost.

- (f) The right to sick leave shall cease upon notice of termination of employment.
- (g) When sick leave exceeds (10) days in any one month, no sick leave credits shall accumulate during that month.
- (h) It is understood and agreed by both parties that pregnancy shall not be considered as personal illness for the purpose of this agreement unless complications result during such pregnancy.
- (i) The Employer will notify the full-time employees of their accumulation of sick leave on request.

Section 20.07 E.I. Premium Reduction

- (a) The employees' share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

Section 20.08

Full-time employees who have elected to enroll in the Major Medical and Dental may withdraw at any time but must withdraw from each of the benefit plans and not just from one, unless the reason for which the employee seeks to withdraw from only one is because the employee's spouse now has coverage under the plan from which the employee seeks to withdraw.

A full-time employee who has not enrolled in the Major Medical Plan or the Dental Plan within the required 31 calendar day period following the date of completion of the waiting period, as defined in Article 20.01, or has withdrawn membership in the Plans, may enroll or re-enroll in the plans subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. It is clearly understood that such late enrolment or re-enrolment is subject to the carrier's requirements for evidence of insurability and other such documentation as may be required by the carrier. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July each year.

Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- (a) Dental - *\$200.00 maximum benefit per insured participant in the first 12 months of coverage.
- (b) EHC -
 - (i) Drugs - *\$150.00 maximum benefit per insured participant in the first 12 months of coverage.
 - (ii) Hearing - no benefit coverage during the first six months.

Section 20.09 Carriers

The Employer shall provide to each person and the Union a copy of the current information booklets for those benefits provided under this Article. It is clearly understood that the Employer's obligation pursuant to this collective agreement is to pay its share of the billed premiums for the plans. Any problems with respect to the insurer acknowledging or honouring any claims are a matter as between the employee and the insurer.

The Employer will notify the Union if it intends to change the insurance carrier.

Section 20.10 Benefits Post Age 65:

Full-time employees who continue to be employed past age 65 shall be eligible for the following benefits until age 70 under the same cost sharing basis as active employees:

20.02 – Reduce life insurance coverage by 50%

20.03 – Major Medical Plan

20.04 – Vision Care

20.05 – Dental Plan

20.06 b & c – The employee's entitlement to pay for a sick leave absence will be capped to payment for scheduled days lost in the first two consecutive calendar weeks of an illness, with pay pursuant to the entitlements under the sick leave credits, if available, and the Weekly Indemnity Plan per 20.06 b) & c). The employee will not be entitled to EI Top-Up coverage under 20.05 d) or WI under 20.06 e).

Once a full-time employee reaches age 70 the employee will no longer be eligible for participation in the above-listed benefit plans but will be paid the part-time in-lieu benefit under Article 21.01. The in-lieu payment will cover all of the benefits and compensation provisions specified under Article 21.01.

Article 21. Part-Time Employee Benefits

Section 21.01

All part-time employees will be paid one dollar and ten cents (\$1.10) per hour in addition to their straight time hourly rate of pay in lieu of holiday pay under Article 18, all insured health and welfare benefits under Article 20, sick pay, Weekly Indemnity and EI top up under the sick leave plan in Article 20.06.

Effective **December 2nd, 2024** (the date of ratification of the Memorandum of Settlement), increase the in-lieu payment to **one dollar and thirty cents (\$1.30) per hour**.

It is understood that the in-lieu payment does not form part of the straight time hourly rate of pay and will not be included for the purpose of calculating any premium or overtime payments.

Article 22. Illness Notification And Certificates

(Applicable to All Employees)

Section 22.01 Medical Certificates

The Employer may request proof of illness in the form of a medical certificate signed by a qualified medical practitioner from any employee where:

- (a) The employee has been absent due to personal illness for three (3) days or more; or
- (b) The employee has been absent due to personal illness on more than three (3) separate occasions, regardless of the length of each illness, in the year; or
- (c) The employee is absent due to personal illness on either their last scheduled shift immediately preceding a holiday or their first scheduled shift immediately following the holiday; or the employee reports ill for their scheduled shift on a holiday; or
- (d) The Employer has reasonable grounds to question the bona fides of an illness.

Where the Employer requires the employee to produce a medical certificate and the medical practitioner charges the employee for the medical certificate, the Employer will reimburse the employee for the cost upon receipt of proof of charge and payment.

Section 22.02 Notification of Illness

The employees understand that they must provide the most notice possible of absence due to personal illness and must notify the Employer prior to the commencement of their shift or work.

Article 23. Pension Plan And Voluntary Group RRSP

Section 23.01

- (a) All employees save and except students shall be enrolled in the Pension Plan upon completion of 975 hours of work, with each employee contributing 2% of straight time wages. The Employer will match the employee's contribution of 2% of straight time wages.
- (b) Employees may voluntarily elect to join the Employer's Group Retirement Savings Plan and may contribute by payroll deduction the dollar amount or percentage of earnings that the employee so directs to be withheld from the employee's pay. The Employer will remit such amount directly to the Group Retirement Savings Plan on the employee's behalf. It is understood that the Employer does not match the employee's contribution.

Section 23.02

Where legislation or the Plan prohibits an employee from contributing to the Pension Plan identified in 23.01 above because of age, an amount equivalent to the Employer's deductions in 23.01 a) will be paid to the employee.

Article 24. Uniform Allowance (Full-Time & Part-Time)

Section 24.01

As of **December 2nd, 2024**, uniform allowance will be paid by the Employer in the amount of ~~5.2~~ **7 cents** per hour to full-time and part-time employees, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.

The Uniform allowance will not be paid on each cheque, but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.

When an employee leaves the employ of the Home, the employee shall receive their accumulated uniform allowance as part of their separation cheque.

Article 25. WAGES

Section 25.01

The Employer agrees that wages will be paid bi-weekly on Friday through direct deposit.

Section 25.02 Full-Time to Part-Time Transfers and Vice-Versa

Employees who change their status within the classification from full-time to part-time and vice-versa, will maintain their same level on the salary grid. In addition, an employee who is so transferred will receive full credit for service accumulated since date of last advancement.

Section 25.03

(a) Wage Grid Progression (Full-Time Employees)

Full-time employees within their position classification will progress on the wage grid on the basis of 1950 hours worked within the classification as being equivalent to one year.

Accordingly, full-time employees will progress from the "start rate" to the "three month rate" on the basis of 487.5 hours worked at the "start rate" and shall progress from the "three month rate" to the "six month rate" on the basis of an additional 487.5 hours worked at the "three month" rate and shall progress from the "six month" rate to the one year rate on the basis of an additional 975 hours worked at the "six month" rate and shall progress from the "one year rate" to the "two year rate" on the basis of 1,950 hours worked at the "one year rate" and from the "two year rate" to the "three year rate" on the basis of 1950 hours worked at the two year rate. Hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked and paid for under the Workers' Compensation Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

(b) Wage Grid Progression (Part-Time Employees)

Part-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,800 hours worked at the "start rate" to the "one year rate" and so on.

Accordingly, part-time employees within their position classification will progress from the "start rate" to the "three month" rate on the basis of 450 hours worked at the start rate and will progress from the "three month" rate to the "six month rate" on the basis of an additional 450 hours worked at the "three month" rate and will progress from the "six month rate" to the "one year" rate on the basis of an additional 900 hours worked at the "six month rate". Part-time employees will progress from the "one year rate" to the "two year rate" on the basis of 1800 hours worked at the "one year rate" and will progress from the "two year rate" to the "three year rate" on the basis of 1800 hours worked at the "two year rate".

Hours worked and paid for by the Employer and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers' Compensation Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

Section 25.04 Wage Grid Placement Upon Promotion

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

Section 25.05 Temporary Assignment to Higher Paying Classification

Where the Employer temporarily assigns an employee to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit for one shift or more, the employee shall be paid the rate in the higher salary grid that is immediately above their current rate for all hours worked in the assignment.

Section 25.06 Temporary Assignment to Lower Paying Classification

Where the Employer requires an employee, and so assigns an employee, to temporarily perform the duties of a lower paying classification in the bargaining unit the employee shall continue to receive their higher rate of pay. It is understood that this provision is subject to Article 25.07 and does not apply in circumstances of Article 25.07.

Section 25.07 Wage Grid Placement on Transfer to Lower Paying Classification

When an employee is transferred to a lower rated classification due to layoff, reduction in staff, job posting, inability to perform the work as requested, at the employee's request, or any other reason as determined by the Employer acting within the scope of its management rights, the employee will be placed on the same wage grid step of the lower classification as the step that the employee received on their former higher grid.

Section 25.08 Responsibility Allowance for Work Outside the Bargaining Unit

- (a) When an Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half ($\frac{1}{2}$) shift, the employee shall receive \$3.00 for each shift from the time of the assignment. Effective in the first full pay of July 2006, the responsibility allowance shall be amended to one dollar (\$1.00) per hour.
- (b) Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one-half ($\frac{1}{2}$) shift, the employee shall receive an allowance of \$3.00 for each shift. Effective in the first full pay of July 2006, the responsibility allowance shall be amended to one dollar (\$1.00) per hour.

Section 25.09 Pay Cheque Errors

In the event of an error on an employee's pay where the employee has been underpaid by less than one (1) day's pay, the correction will be made in the regular pay period following the date on which the underpayment comes to the Employer's attention. If the error results in the employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within two (2) business days from the date the Employer is notified or sooner if practicable.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed by the employee based on a mutually satisfactory arrangement between the employee and the Employer, or where mutual agreement is not achieved, the Employer will deduct the overpayment based on a reasonable schedule of repayment.

Section 25.10 New Classifications

When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change to the core functions of the classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting.

If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit having regard to the duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

Article 26. Technological Change

Section 26.01

The Employer will notify the Union in advance so far as practicable of any technological or organizational changes which the Employer has decided to introduce which will significantly change the work or skill requirements of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological or organizational changes on the work or skill requirements of employees and to consider practical ways of minimizing the adverse effect, if any, upon employees concerned.

Article 27. Bulletin Board

Section 27.01

The employer shall provide a bulletin board to be used by the employees and the union in the Nursing Home. Any notice must be approved by the Administrator prior to the posting of such notice. Such approval shall not be unreasonably withheld.

Article 28. Notice Of Address Change

Section 28.01

It is the sole responsibility of each employee to keep the Home fully advised of their current address and telephone number. If the employee fails to do so, the Home will not be responsible for failure to notify.

Article 29. Changes In Agreement**Section 29.01**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement in accordance with Section 58, Sub-Section 5 of The Labour Relations Act, as it may be amended from time to time, between the Company and the negotiating committee.

Article 30. Printing Of Collective Agreement**Section 30.01**

A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Union and the Employer.

Article 31. Resident Abuse**Section 31.01**

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

Article 32. Notice Of Resignation**Section 32.01**

Out of respect for their co-workers, employees will endeavor to give a minimum of two (2) week's notice of termination of employment. Where two (2) week's notice is not provided, vacation pay owing will be paid based on the *Employment Standards Act* vacation entitlement.

Article 33. Duration

Section 33.01

This Agreement shall remain in effect until **December 31, 2024** and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. Such notification will be made within ninety (90) days prior to the termination of this Agreement, or in any year thereafter.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer




Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo

Jan Romo (Aug 11, 2025 08:17:41 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)



Helen Pilon (Jul 29, 2025 12:24:55 EDT)

SCHEDULE "A" WAGES

Classification	Start	3 Months	6 Months	1 Year	2 Years	3 Years
Health Care Aide / PSW						
01-Jan-22	19.165	19.499	19.829	20.874	21.067	21.302
01-Jan-23	\$ 22.83	\$ 23.17	\$ 23.51	\$ 24.59	\$ 24.79	\$ 25.03
01-Jan-24	\$ 23.52	\$ 23.87	\$ 24.22	\$ 25.33	\$ 25.53	\$ 25.78
Activation Aide / Restorative Care Aid						
01-Jan-22	19.165	19.499	19.829	20.874	21.067	21.302
01-Jan-23	\$ 19.74	\$ 20.08	\$ 20.42	\$ 21.50	\$ 21.70	\$ 21.94
01-Jan-24	\$ 20.33	\$ 20.69	\$ 21.04	\$ 22.14	\$ 22.35	\$ 22.60
Registered Practical Nurses						
01-Jan-22	24.786	24.786	24.786	25.348	25.953	26.489
01-Jan-23	\$ 26.04	\$ 26.04	\$ 26.04	\$ 26.62	\$ 27.25	\$ 27.80
01-Jan-24	\$ 26.83	\$ 26.83	\$ 26.83	\$ 27.42	\$ 28.06	\$ 28.63
02-Dec-24	\$ 27.33	\$ 27.33	\$ 27.33	\$ 27.92	\$ 28.56	\$ 29.13

The Behavioral Support Ontario (BSO) positions will be paid on the same wage grid as their home classifications.

Retroactivity:

Retroactivity of the 2023 and 2024 wage increases will be paid to current and former employees.

Retroactivity will be paid to current employees on a separate cheque within three (3) full pay periods of **December 2, 2024** (the date of ratification of the Memorandum of Settlement).

The Employer will contact former employees at their last known address on record with the Employer, within 30 days of **December 2, 2024** (the date of ratification of the Memorandum of Settlement) to advise them of their entitlement to retroactivity. The Employer will provide the Union with a list of the former employees and also advise of the date upon which the notices are sent to the former employees. Such former employees will have a period of thirty (30) days from the date of the notice to claim such retroactivity and, if they fail to make a claim within the thirty (30) day period, their claim will be deemed to be abandoned.

Pay Equity:

It is understood and agreed by both parties that the wage rates include and conclude all pay equity obligations under the Pay Equity Act.

RPN Recent Related Credit Experience:

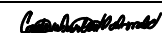
Effective thirty (30) days following the date of ratification of the Memorandum of Settlement by both parties and thereafter, the employer will recognize recent related experience for purposes of placement on the RPN wage grid on the basis of one annual increment for each three (3) years of recent related RPN experience service up to the maximum of the grid. Previous part-time RPN recent and related experience shall be recognized on the basis of eighteen hundred (1800) hours paid is equal to one (1) year of service. It shall be the responsibility of a newly hired RPN to

provide reasonable proof of such recent and related experience. If the RPN does so, they will receive this wage credit recognition effective the date that they provide proof of the prior recent and related experience service.

All RPNS who are employed as of the date of ratification of the Memorandum of Settlement who had one (1) or more years of recent related experience service prior to commencement of employment with the Employer will be provided the opportunity to provide reasonable proof of such prior recent and related experience service and, if established, will be credited for purposes of placement on the wage grid on the basis of one annual increment for each one (1) year of recent related experience up to the maximum of the grid. Previous part-time recent and related experience will be recognized on the same basis as set out in the paragraph above. RPNs who had received credit based upon the prior provision which provided for one annual increment for each three (3) years of prior recent related RPN experience shall be eligible for further movement up the grid based on this change in formula, but will not receive credit twice for the same year of prior recent related experience. The adjusted rate will be effective as of the later date of: i) thirty days following the date of ratification of the Memorandum of Settlement or ii) the date that the employee provides proof of the prior recent and related experience service.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer

Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo

Jan Romo (Jul 29, 2025 12:54:59 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)



Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

**VALLEY EAST LONG TERM CARE CENTRE INC.
o/a ELIZABETH CENTRE NURSING HOME
(hereinafter called the "Employer")**

- and -

**UNIFOR and its LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

RE: DISCRIMINATION/HARASSMENT, HUMAN RIGHTS

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

It is agreed that when the employee is faced with the above-mentioned abuse it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction and the employee will document the aggressive/abusive incident on the Employee Incident Report Form.

The parties further agree that the Long Term Care Environment contains residents who, through no fault of their own, exhibit behaviours and actions that are unwelcome to staff. The parties understand that the Employer and employees are required to make every effort, to provide appropriate care to residents who may display such responsive or threatening behaviours. The workplace is built around managing these behaviours to the benefit of both the residents and the staff and in ensuring that the Employer takes every precaution reasonable in these circumstances for the protection of a worker.

Aggressive or abusive conduct that is exceptional for the resident or which represents a change in the level of behaviour for the resident will be documented in the progress notes and point of care.

All reported incidents of aggressive/responsive behaviours by residents to staff will be documented on the resident care plan/chart and a clear course of action for staff to follow when providing care to the resident will also be developed/recorded.

Reasonable steps and interventions within the control of the Employer will follow to address the legitimate health and safety or human rights concerns of the employees which may, in the appropriate circumstances, include transfer of the staff member without penalty or loss of income to a different resident assignment or a different home area.

Abusive and aggressive resident behaviour will be reviewed at the multi-disciplinary care conference, which except in extenuating circumstances will include the primary RPN and/or HCA/PSW of the resident.

The parties further agree that suitable subjects for discussion with the Union/Company Committee will include aggressive and abusive residents.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer

Meib

Courtney Dunlop-McDonald

Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union

Jan Romo

Jan Romo (Aug 01, 2025 09:11:45 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 11:08:10 EDT)

Helen Pilon

Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.

o/a ELIZABETH CENTRE NURSING HOME

(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

RE: Violence Against Women

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

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer




Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo

Jan Romo (Aug 11, 2025 00:11:40 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)



Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.
o/a ELIZABETH CENTRE NURSING HOME
(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Re: CMI or RAI/MDS Results

Recognizing the mutual objective of quality resident care, the Employer agrees to meet with the Union through the Union/Company Committee as soon as practical after the receipt of their annual CMI or RAI/MDS results.

The purpose of this meeting is to discuss the impact of the CMI or RAI/MDS on any potential changes to the staffing levels in the facility, as well as to discuss the impact of the CMI or RAI/MDS on quality resident care, and to provide the Union with an opportunity to make representation in that regard.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer




Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo

Jan Romo (Aug 11, 2025 08:17:41 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)

Helen Pilon

Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.

o/a **ELIZABETH CENTRE NURSING HOME**

(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

Re: Harassment Policy in Respect of Unifor And Its Local 598 (Mine Mill) Members

(a) Policy

Harassment is a form of discrimination that is prohibited by the Ontario Human Rights Code and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The Employer and the Unifor and Its Local 598 (Mine Mill) do not tolerate any form of harassment. This Joint Policy and Letter apply to circumstances in which one bargaining unit member alleges harassment, as defined by the Ontario Human Rights Code and this Policy, by another bargaining unit member.

Article 5.04 (i), and not this Letter, applies to circumstances in which one bargaining unit members alleges harassment, as defined by the Ontario Human Rights Code, by a person other than another bargaining unit member.

(b) What is Harassment?

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

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

(c) Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and Unifor and Its Local 598 (Mine Mill) will ensure that:

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

The Employer and Unifor will jointly investigate all complaints.

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

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

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

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

(d) Procedure

The Employer and Unifor are responsible for:

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

In addition, the Employer and Unifor will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. To the extent possible, all complaints will be held in confidence, except as such disclosure may be necessary in the joint investigation process or grievance/arbitration proceedings.

- (i) All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and the Unifor and Its Local 598 (Mine Mill). They may be either verbal or in written form.
- (ii) The Employer and Unifor will document the complaint and the individual will be informed of his/her rights.

- (iii) The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.
- (iv) If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
- (v) The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
- (vi) An internal resolution will be attempted between the complainant and respondent by the Employer and Unifor.
- (vii) Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
- (viii) The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
- (ix) At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
- (x) In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
- (xi) The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer

Mek

Courtney Dunlop-McDonald

Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union

Jan Romo

Jan Romo (Aug 11, 2025 08:17:41 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 19:08:10 EDT)

Helen Pilon

Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.
o/a ELIZABETH CENTRE NURSING HOME
(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Re: Workfare Programs

The parties agree that the Employer will not participate in Workfare Programs through the placement of individuals enrolled in Workfare Programs in Elizabeth Centre.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer

Mick

Courtney Dunlop-McDonald

Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union

Jan Romo

Jan Romo (Aug 21, 2025 08:27:02 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)

Helen Pilon

Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

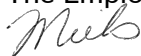
VALLEY EAST LONG TERM CARE CENTRE INC.**o/a ELIZABETH CENTRE NURSING HOME****(hereinafter called the "Employer")****- and -****UNIFOR and its LOCAL 598 (MINE MILL)****(hereinafter called the "Union")****Re: Working Supervisors**

The parties have agreed that in the event that a bargaining unit employee is unable to report to work for a scheduled shift and the Employer decides to fill the shift, the shift will be offered to bargaining unit employees in accordance with the call-in process.

In the event that the Employer is unable to fill the shift through the said process and the Employer decides to fill the shift rather than leave it unfilled, the Employer will offer the shift to bargaining unit employees as an overtime shift prior to having a Supervisor fill the shift.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer



Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo

Jan Romo (Aug 11, 2025 09:35:43 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)



Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.

o/a ELIZABETH CENTRE NURSING HOME

(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

RE: Nursing Department: Unit Assignments

The parties have agreed that employees in the Nursing Department may apply through the job posting process for changes to their work location or unit assignment in accordance with and subject to the following terms and understandings:

1. The parties acknowledge that the Employer has the management right to assign, change and reassign, the work location or unit assignment of its employees. The Employer may exercise these rights whether or not vacancies exist and whether or not the employee had previously successfully posted into the work location or unit through the job posting process. Nothing in this Letter of Understanding diminishes these management rights. The Employer will not exercise these rights arbitrarily or in bad faith.

The parties agree that prior to implementing any such changes or reassignments of work location or unit, the Employer will notify the Union of the pending changes/reassignments and the reasons for the changes/reassignments.

2. Where a vacancy arises that the Employer intends upon filling, the Employer may exercise its rights to reassign or change the work location or unit assignment of employees prior to the posting of the vacancy, with the result that the vacancy which is to be filled through the job posting process is for a different unit than that on which the opening originally arose. The Employer will notify the Union of any such reassignments and will also notify the Union of the unit assignment for the vacancy that is to be filled through the job posting process. Once the Employer posts the vacancy, employees who are seeking a change in their unit assignment are eligible to apply. The selection criteria of the collective agreement applies.
3. Notwithstanding paragraph 2 of this Letter, where the Employer has had concerns with respect to an employee's unit assignment and has accordingly changed the employee's unit assignment, the employee will not be eligible to apply through the job posting process to return to **their** former unit assignment until the circumstances leading to the concerns have

been resolved. The Employer will review these concerns and circumstances with the Union.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer

Mick

Courtney McDonald

Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union

Jan Romo

Jan Romo

Jan Romo (Aug 11, 2025 00:10:44 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)

Helen Pilon

Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.
o/a ELIZABETH CENTRE NURSING HOME
(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Vending Machine

The parties agree that the Employer will make available for the employees a vending machine that is stocked with nutritional foods. The Employer will solicit the Union's suggestions as to the food items to be stocked in the vending machine.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer




Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo

Jan Romo (Aug 11, 2025 08:17:41 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)

Helen Pilon

Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

**VALLEY EAST LONG TERM CARE CENTRE INC.
o/a ELIZABETH CENTRE NURSING HOME
(hereinafter called the "Employer")**

- and -

**UNIFOR and its LOCAL 598 (MINE MILL)
(hereinafter called the "Union")**

Re: Scheduling Guidelines

It is understood that the guidelines will be implemented as soon as practical.

1)

- (a) Subject to paragraphs 3-5 of this letter, the employer will endeavour to distribute shifts (shifts on the posted schedule) amongst the part-time employees with a line within the classification on an as equitable basis as possible up to thirty hours or four shifts bi-weekly per part-time employee.
- (b) Once each part-time employee **with a line** within the classification has been scheduled for a total of 30 hours bi-weekly or four shifts bi-weekly (total of scheduled) **and prior to the posting of the schedule** the employer will endeavour to distribute additional available shifts to the part-time employees **with a line** within the classification on the basis of seniority up to 45 hours or six shifts bi-weekly (i.e. the most senior employee within the classification will be scheduled, as applicable, all additional available shifts, subject to paragraphs 3-5 of this letter). Once all the above process has been followed, the same process will apply up to 75 hours. Then the second most senior will be offered all additional remaining shifts subject to paragraphs 3-5 up to 75 hours bi-weekly and so on.

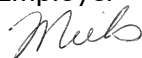
2)

It is understood that since there are shifts of varying lengths shorter than the 7.5-hour shift, the employer will endeavour to equalize within the meaning of this letter as close to 30 hours bi-weekly as possible.

- 3) It is understood that the employer cannot assure an equal or equitable total number of scheduled shifts, given such factors as: the total number of shifts that are available to be scheduled for any given posted schedule; the actual dates/times and shifts to be scheduled (i.e. days, evening, nights); the employee's availability for the shifts; conflicts between the shifts that are available and the employee's other scheduled shifts; avoidance of overtime; any scheduling conflicts or violations that may arise if a certain shift(s) is scheduled for a certain employee. **It is understood that part-time employees with a line shall complete and provide an availability sheet on a monthly basis. The availability sheets shall be provided by the 15th of the preceding month. Part-time employees with a line will be schedules as per paragraph 1(b) on the basis of seniority and stated availability subject to paragraphs 3 to 5. If a part-time employee with a line does not provide an availability sheet, they will not be eligible to be scheduled for any additional shifts under paragraph 1(b).**
- 4) **After the posting of the schedule, any available shifts will be offered in accordance with the call in procedure.**
- 5) The employer will not be required to schedule or offer a call-in shift to any part-time employee if working the shift would result in overtime or premium pay for the employee. The employer will bypass a part-time employee for any shift that would result in overtime or other premium pay or would result in the violation of a scheduling provision.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer




Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo
Jan Romo (Aug 11, 2025 08:17:41 EDT)

Patricia Proulx
Patricia Proulx (Jul 31, 2025 14:08:10 EDT)


Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.**o/a ELIZABETH CENTRE NURSING HOME****(hereinafter called the "Employer")****- and -****UNIFOR and its LOCAL 598 (MINE MILL)****(hereinafter called the "Union")****Re: Wellness Sessions On Women's Issues**

The Employer recognizes and shares concern with the Union with respect to the unique challenges that women may face in their personal lives including situations of violence or abuse. The Employer, as part of its Employee Wellness seminars, will provide wellness sessions on issues of particular significance for women. The Employer will invite the Union to attend and will offer the union the opportunity to make a presentation in those sessions as to the services that the Union can provide in assisting women confronting these challenges and in referring women to agencies for assistance.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer



Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo

Jan Romo (Aug 11, 2025 08:17:42 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)



Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.
o/a ELIZABETH CENTRE NURSING HOME
(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Re: Overtime – Compensating Time Off

The parties hereby agree to the following terms and conditions governing the taking of compensating time off for overtime worked.

Subject to the terms and conditions set out below, where a full-time or a part-time employee works overtime within the definition of Article 17.02, the employee may elect to take compensating time off, as calculated in paragraph 1 below, on a date that is mutually satisfactory to the employee and the employee's Department Head or designate:

1. The compensating time off is banked on the basis of the 'half time' or 'premium time' of the overtime hours worked and not on the basis of one and one-half hours off for each hour of overtime worked or any other basis. For the sake of greater clarity, an employee who has worked a full 7.5 hour shift of overtime is entitled to bank 3.75 hours of compensating time. As a further example, an employee who works four hours of overtime is entitled to bank two (2) hours, not 6 hours.
2. An employee who elects to bank compensating time will be paid for the straight time portion of the overtime hours worked in the pay period in which the employee actually worked the overtime. Such hours will be paid at the employee's regular straight time hourly rate of pay.

The employee will be paid for the banked compensating time off in the pay period in which the employee takes the time off, or in which they are paid in lieu of the compensating time off under paragraphs 7 and 8, and will be paid at the employee's straight time hourly rate of pay applicable at the time of payment.

For example, and subject to the provisions in paragraphs 3-9, an employee who works a full 7.5 hour shift of overtime in the first pay period of January and who banks the 'half time' as compensating time off to be taken in the first pay period of March, will be paid for the overtime shift worked in accordance with the following:

- (i) In the first pay period of January, the employee will be paid 7.5 hours at the employee's regular straight time hourly rate of pay ;
- (ii) In the first pay period of March, the employee will be paid for the 3.75 hours ("half time") at the employee's regular straight time hourly rate of pay

Part-time employees shall have their seniority credited at the time that the overtime is worked and not at the time that the compensating time off is taken.

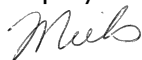
3. An employee who elects to bank compensating time must make the election in writing within the pay period in which the employee actually worked the overtime.
4. The maximum number of overtime hours that an employee may bank at any given time in the calendar year for future compensating time off is fifteen (15) hours. If an employee gives notice to bank overtime in paragraph 3 above and the hours to be banked would exceed the maximum fifteen (15) hours allotted, any hours in excess of the fifteen hours shall be paid to the employee in the pay period in which the overtime is worked.
5. An employee must take banked compensating time off in increments of full shifts and not as partial shifts off of work. For the sake of greater clarity, an employee who is scheduled 7.5 hour shifts must take the compensating time off in increments of full 7.5 hour shifts. An employee who is scheduled to work five (5) hour shifts must take the compensating time off in increments of full five hour shifts.
6.
 - (a) The employee will not be permitted to take banked compensating time off in the following periods and work days:
 - The period of June 15th to September 15th
 - The period of December 15th to January 8th
 - (b) The employee will not be permitted to take banked compensating time off on their scheduled weekends of work, save and except as follows. An employee may be granted a total of two (2) weekend shifts of work off in a calendar year, provided that the two (2) weekend shifts of work do not fall in the time periods specified in 89 a) above. The weekend shifts may be requested as single shifts or as a weekend shift. Where an employee requests a weekend shift of work off under this section, such a request will not affect or replace another employee's vacation request.
7. Subject to paragraph 6 above, the employee's compensating time off may be taken on a date that is mutually satisfactory to the employee and the employee's Department Head or designate. An employee's written request as to the shift(s) upon which the employee wishes to take their compensating time off must be submitted to the employee's Department Head or designate seven (7) days in advance of the posting of the schedule in which the employee wishes to take the compensating time off.
8. All banked compensating time off earned in a calendar year must be taken by December 15th and will not be carried over past December 15th . The employee will be paid out for any such compensating time off that the employee has not taken by December 15th at the employee's applicable straight time hourly rate of pay.

By September 1st, the Employer will notify any employee who has not yet scheduled their banked compensating time off.

9. In the event that the employee has banked compensating time for overtime worked but then opts not to take compensating time off, the employee may so advise the Employer in writing and will be paid out for the hours indicated as banked compensating time off at the employee's applicable straight time hourly rate of pay. The employee will be paid out in the following pay period provided that they have submitted their request to be so paid out prior to the end of the pay period end date for the pay period in which they wish to be paid.
10. A part-time or full-time employee who is absent on paid time on scheduled work days because of compensating time off under this Letter shall be considered as if the employee had worked the employee's scheduled hours during such absence for the calculation of eligibility of overtime.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer



Courtney Dunlop-McDonald
Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo
Jan Romo (Aug 31, 2025 09:12:43 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)

Helen Pilon
Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.

o/a ELIZABETH CENTRE NURSING HOME

(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

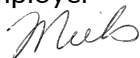
Re: Unfilled Shifts

The parties agree to meet through the Labour Management Committee during the currency of this renewal collective agreement for the purposes of discussing the issue of unfilled shifts which result in employees working short. The purpose of these meetings will be to review and discuss reasons that may be contributing to unfilled shifts and to discuss constructive measures that may assist in alleviating the frequency of unfilled shifts and the workload impact on those employees working short.

To provide meaningful information to the committee, the Employer agrees to track the number of unfilled shifts over a six month period, commencing January 2014. The Employer will share this data with the Labour Management Committee.

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer




Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo (Aug 11, 2025 08:17:41 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)



Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.

o/a ELIZABETH CENTRE NURSING HOME

(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)

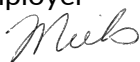
(hereinafter called the "Union")

Re: Flow Through Of Additional Funding For Wages:

The parties agree that in the event that the government provides extraordinary additional funding that the government stipulates may only be used for wage adjustments for specific classifications, the Employer may distribute these funds to the relevant employees in accordance with the government's funding terms and conditions. The Employer agrees to provide the union with written notice prior to implementation.

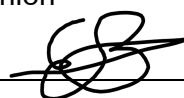
Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer




Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)

For The Union



Jan Romo

Jan Romo (Aug 11, 2025 08:17:41 EDT)

Patricia Proulx

Patricia Proulx (Jul 31, 2025 14:08:10 EDT)



Helen Pilon (Jul 29, 2025 12:24:55 EDT)

LETTER OF UNDERSTANDING

Between:

VALLEY EAST LONG TERM CARE CENTRE INC.

o/a ELIZABETH CENTRE NURSING HOME

(hereinafter called the "Employer")

- and -

UNIFOR and its LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

Re: Filling Of Call In Shifts

The Employer and the Union agree that the following principles will apply for a trial period **equal to the duration of the collective agreement** with respect to the filling of Call-in Shifts at regular straight time wage rates. Such trial period shall commence effective on the date of ratification of any Memorandum of Settlement by the parties or the date of any interest arbitration award as may be applicable.

- **Call in shifts will be offered on a seniority basis**
- **Shifts will be offered to part-time employees with a line prior to being offered to part-time employees without a line.**

The Employer will not be required to offer a call in shift to any employee if working the shift would result in overtime or premium pay for the employee. The Employer will bypass an employee for any shift that would result in overtime or other premium pay or would result in the violation of a scheduling provision.

The Parties agree to discuss issues and concerns arising from the filling of shifts at their regular labour management meetings.

Following the trial period of **the duration of the collective agreement**, this Letter of Understanding **shall not renew unless expressly and mutually agreed by the Parties.**

Signed And Dated at Sudbury, this 29 day of July 2025.

For The Employer

For The Union

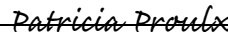




Courtney Dunlop-McDonald (Jul 29, 2025 12:54:59 EDT)



Jan Romo (Aug 11, 2025 08:17:41 EDT)



Patricia Proulx (Jul 31, 2025 14:08:10 EDT)



Helen Pilon (Jul 29, 2025 12:24:55 EDT)

2022 - 2024 Collective Agreement

Final Audit Report

2025-08-11

Created:	2025-07-29
By:	Eric Boulay (eric.boulay@minemill598.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA13W2rgzdHZF0yYc10E9y2xMeCbP_JZu7

"2022 - 2024 Collective Agreement" History

-  Document created by Eric Boulay (eric.boulay@minemill598.com)
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Agreement completed.

2025-08-11 - 12:17:41 PM GMT

