

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**HILLSIDE PARK RETIREMENT RESIDENCE**

**AND**



**unifor**  
Local**1359** | Canada

**TERM OF AGREEMENT:**

**JULY 1, 2021—JUNE 30, 2024**

## TABLE OF CONTENTS

ARTICLE 1—PURPOSE .....	1
ARTICLE 2—RECOGNITION & SCOPE .....	1
ARTICLE 3—DEFINITIONS .....	1
ARTICLE 4—MANAGEMENT RIGHTS.....	3
ARTICLE 5—DISCRIMINATION/HARASSMENT .....	4
ARTICLE 6—NO STRIKES OR LOCKOUTS .....	5
ARTICLE 7—UNION SECURITY .....	5
ARTICLE 8—UNION COMMITTEE & REPRESENTATION.....	6
ARTICLE 9—HEALTH, SAFETY & ENVIRONMENT .....	8
ARTICLE 10—GRIEVANCE AND ARBITRATION PROCEDURE.....	11
I. Grievance Procedure: .....	11
II. Arbitration Process .....	14
ARTICLE 11—DISCIPLINE .....	15
ARTICLE 12—SENIORITY AND SERVICE .....	16
ARTICLE 13—JOB POSTING.....	19
ARTICLE 14—LAYOFF AND RECALL.....	21
ARTICLE 15—LEAVES OF ABSENCE .....	24
I. Pregnancy Leave .....	25
li. Parental Leave .....	27
ARTICLE 16—HOURS OF WORK & SCHEDULING .....	29
ARTICLE 17—PREMIUM PAYMENT.....	32
ARTICLE 18—HOLIDAYS.....	33
ARTICLE 19—VACATION.....	35
ARTICLE 20—HEALTH & WELFARE & INSURED BENEFITS .....	38
ARTICLE 21—PART-TIME BENEFITS .....	40
ARTICLE 22—ILLNESS NOTIFICATION AND CERTIFICATES (ALL EMPLOYEES) .....	40
ARTICLE 23—WAGES.....	41
ARTICLE 24—TECHNOLOGICAL CHANGE .....	43

ARTICLE 25—BULLETIN BOARD .....	43
ARTICLE 26—NOTICE OF ADDRESS CHANGE .....	43
ARTICLE 27—CHANGES IN AGREEMENT .....	43
ARTICLE 28—PRINTING OF COLLECTIVE AGREEMENT .....	44
ARTICLE 29—DURATION .....	44
LETTER OF UNDERSTANDING—SENIORITY DATE .....	45
LETTER OF UNDERSTANDING—MEDICATIONS .....	45
LETTER OF UNDERSTANDING—BENEFIT PLAN.....	45
LETTER OF UNDERSTANDING—ARTICLE 20.....	45
LETTER OF UNDERSTANDING—PAID EDUCATION LEAVE .....	45
LETTER OF UNDERSTANDING—WORKLOAD REVIEW FORM.....	46
LETTER OF UNDERSTANDING—WOMEN’S ADVOCATE .....	46
LETTER OF UNDERSTANDING—JOINT COMMITMENT IN DIGNITY& RESPECT .....	47
LETTER OF UNDERSTANDING—VIOLENCE AGAINST WOMEN .....	47
LETTER OF UNDERSTANDING—ESA LEAVES .....	47
LETTER OF UNDERSTANDING—RRSP BENEFIT .....	47
LETTER OF UNDERSTANDING—MEALS – NIGHT SHIFT - PSW .....	48
LETTER OF UNDERSTANDING—EMPLOYEE ASSISTANCE PROGRAM .....	48
LETTER OF UNDERSTANDING—RACIAL JUSTICE ADVOCATE .....	48
LETTER OF UNDERSTANDING—MENTAL HEALTH.....	48
LETTER OF UNDERSTANDING—UNFILLED SHIFTS-WORKING SHORT .....	49
SCHEDULE “A” .....	50
WORKLOAD REVIEW FORM.....	52

## **ARTICLE 1—PURPOSE**

- 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.
- 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 & SCOPE**

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for the bargaining unit comprised of all employees of Hillside Park Retirement Residence in Elliot Lake, Ontario, save and except the Administrator, Director of Care, Dietary Manager, office staff, supervisors, persons above the rank of supervisor and students employed during the school vacation period.
- 2.02 Hillside Park Retirement Residence shall not contract-out any work normally performed by members of the bargaining unit if, as a direct result of such contracting-out, a lay-off of any full-time or part-time employees results from such contracting-out. Contracting-out to an Employer 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.
- 2.03 Persons (including supervisors) 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 regular hours of work of an employee in the bargaining unit, except in the case of emergency, availability, training, experimentation, safety, and overlapping duties.
- 2.04 Notwithstanding Article 2.02 or Article 2.03 or any other provision of the collective agreement, it is understood that the residents have the right to contract with third parties (agencies, companies, individuals) for services, which services include those normally performed by the bargaining unit. Such contracting for services by or on behalf of a residents shall not constitute a violation of any provision of this collective agreement.

## **ARTICLE 3—DEFINITIONS**

- 3.01 Bargaining Unit: The word “bargaining unit” when used throughout this Agreement shall mean the unit as defined in Article 2.01.
- 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.

- 3.03 Full-Time Employee: Full-time employee is an employee who is regularly scheduled to work sixty (60) hours or more in a bi-weekly period, exclusive of unpaid meal periods.
- 3.04 Part-Time Employee: A part-time employee is an employee who is regularly scheduled to work less than sixty (60) hours in a bi-weekly period, exclusive of unpaid meal periods. A part-time employee must be reasonably available for additional shifts. A part-time employee does not change status from part-time to full-time if additional hours are worked.
- 3.05 Casual Employee: A casual employee is a part-time employee who is called to work on a call-in basis or for a specific period, but who does not have a regular schedule. There is no obligation for the Employer to offer work and no obligation for the employee to accept work, except that a casual employee who has provided availability cannot unreasonably or consistently refuse work on the availability provided.

A casual employee will not be offered a shift until part-time employees have been given reasonable time to accept such shift, for straight time shifts only. On the principles of part-time employees attaining straight-time work in other classifications that the employee is judged capable of performing prior to casual employees and such not adding any additional cost to the employer, part-time employees who are interested in working in other classifications will be considered for such additional straight-time shifts prior to casual employees, in order of seniority.

3.06 Student Definition:

- a) It is understood that for the purposes of this collective agreement, including but not limited to the Wage schedule, a "student" is defined as a person who is employed throughout the school year and who is enrolled in, and attends, a secondary or post-secondary school on a full-time basis. Such a student is included in the bargaining unit pursuant to the provisions of Article 2.01. A student is covered by the terms of this collective agreement applicable to part-time employees, except where expressly provided otherwise.
- b) It is understood that in accordance with the provisions of Article 2.01, a student employed only during the school vacation period and not throughout the school year is not included in the bargaining unit and is not considered a student for the purposes of this collective agreement.
- c) i) It is understood that a student must continue to qualify as a student in accordance with a) above in order to retain employment with Hillside Park Retirement Residence.
- ii) A student who ceases to be a student at any other time than that stipulated in i) above will be permitted to continue employment with Hillside Park Retirement Residence for a transition period of thirty (30) calendar days and will be deemed to be a "student" for that period of thirty (30) calendar days for the purposes of the collective agreement. At the conclusion of the thirty (30) calendar day period, the

employee's employment with Hillside Park Retirement Residence will be terminated and such termination will not be the subject of a grievance or arbitration.

It is understood that an employee will be required to provide satisfactory proof of her status as a student within the definition of a) above and her continued status as a student within the definition of a) above. A student is required to advise the Employer immediately of any change in her status as a student.

- 3.07 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.
- 3.08 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.
- 3.09 Male/Female Pronoun: Where used in this Agreement and where applicable, the Male pronoun shall be deemed to include the Female pronoun and vice versa.

#### **ARTICLE 4—MANAGEMENT RIGHTS**

- 4.01 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:
- a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residence of Hillside Park Retirement Residence;
  - b) to maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;
  - c) 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 he has been discharged without just cause may become the subject of a grievance and dealt with as hereinafter provided.
  - d) generally to manage the Residence and, without restricting the generality of the foregoing, to determine the services to be rendered, the methods, the work procedures, the kind and locations of machines, tools instruments and equipment to be used, to select, control and direct the use of all materials required in the operation of the Residence, 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 Residents, employees and the public;

- e) 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**

### 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 her membership or non-membership in the Union or because of her activity or non-activity in the Union.

### 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.

### 5.03 Joint Commitment in Respect of Harassment on the Prohibited Grounds Under the Human Rights Code.

The Employer and the Unifor 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*.

Where a bargaining unit member complains of harassment, as defined by and within the meaning of the *Ontario Human Rights Code*, on any of the grounds prohibited by the *Ontario Human Rights Code*, by a person other than another bargaining unit member, she shall bring such complaint to the attention of the Employer and of the Unifor. 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 she is entitled to file a grievance under the terms of this Collective Agreement.

Where a bargaining unit member complains of harassment, as defined by and within the meaning of the *Ontario Human Rights Code*, on any of the grounds prohibited by the *Ontario Human Rights Code*, by another Unifor bargaining unit member, the complaint will be jointly investigated in accordance with the investigation process set out in "Harassment Policy in Respect of Unifor Members" contained within the Letter of Understanding attached to the collective agreement.

## **ARTICLE 6—NO STRIKES OR LOCKOUTS**

- 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.
- 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**

- 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 one-time initiation fee.
- 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.
- 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.
- 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 - Canada 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.
- 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.
- 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.
- 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, and current addresses of any new bargaining unit hires.

- 7.08 Upon ratification of the collective agreement, the Employer will supply the Union with the classifications and addresses of current bargaining unit employees. 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.
- 7.09 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee once during the first week of employment for the purpose of advising such employee of the existence of the Union and of his/her rights and obligations under the term of this Agreement. The Employer shall advise the Union monthly 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 fifteen (15) minutes.

#### **ARTICLE 8—UNION COMMITTEE & REPRESENTATION**

8.01 The Employer recognizes Unifor 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.

8.02 a) Union Committee Persons and Stewards

The Union shall elect up to two (2) 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 bargaining unit Chairperson.

It is understood that when processing grievances, no more than a total of one Committee member or steward shall meet with the Employer at any one time, except for Step 2 when a total of two Union Committee representatives (Union Committee members and/or stewards combined) may meet with the Employer.

- b) The Unifor National or Local 1359 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.
- c) The Union Committee shall have the right at any time to the assistance of a representative of the Unifor National or Local 1359. Such representative 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 in writing annually. The Union shall update the list in writing whenever changes occur.

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 Employer shall pay two (2) employees on the Union Bargaining Committee 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. At the outset of negotiations, the Union shall designate the two employees to be so paid by the Employer.
- g) A Union Committee person or steward shall be paid her 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.

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 six (6) months of service with the employer.

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 her work to attend to Union business, she may so leave her work without loss of pay for her regularly scheduled hours of work to attend to Union business on the following conditions:

- a) such business must be between the Union and Hillside Park Retirement Residence;
- b) the time spent shall be devoted to the prompt handling of the Union business;
- c) the employee concerned shall obtain the permission of the Department Head, if she is on the premises, or the Department Head's designate if the Department Head is not on the premises before leaving his/her work, provided that such permission shall not be unreasonably withheld. Upon completion of her business, she will report to the Administrator or her designate, as applicable, and then return to her regular duties;
- d) the Company reserves the right to limit such time if it deems the time so taken to be excessive.

8.05 Union/Company Committee Meeting

- a) The Employer and the Union Bargaining Committee shall meet quarterly, or as otherwise mutually agreed, to discuss matters of mutual concern and interest. A Unifor Representative (National or Local) may also attend this meeting. 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.

- b) Union Committee member(s) who attend a Union/Company Committee meeting will be paid her straight time hourly rate of pay for all scheduled hours of work lost due to attendance at such meeting.
- c) The parties agree that a Joint Union/Company Committee meeting will be held every three (3) months provided there are common matters for discussion.

8.06 Workload Complaint

- a) Either the Union or the Employer may submit a complaint in writing relating to the workload to the Union/Company meeting. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care.
- b) The written workload complaint, to the extent possible, should be detailed as to facts, reasons and recommended resolutions. The complaint should be submitted at least one (1) week before the meeting of the Union/Company Meeting.
- c) The written workload complaint must constitute an agenda item for discussion at the meeting of the Union/Company.
- d) The employer or the Union must respond to the written workload complaint in writing, this response may be made within two (2) weeks following the meeting of the Union/Company Committee where the complaint was discussed.
- e) Both the written complaint and the written response shall be attached to and form part of the minutes of the Union/Company Committee meeting where the complaint was discussed.
- f) It is understood that a workload complaint is not subject to the grievance or arbitration procedure.

8.07 The Employer will provide space for the Union to place a locked filing cabinet for the Union's exclusive use when space becomes available.

**ARTICLE 9—HEALTH, SAFETY & ENVIRONMENT**

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.

9.02 A Joint Health and Safety Committee will be established with representation from employees who are represented by the Union and an equal number of Employer Representatives. The Unifor will be entitled to one representative for every fifty bargaining unit members in Hillside Park Retirement Residence, with a minimum of one (1) representative. It is understood however, that in the event that the Unifor bargaining unit for Hillside Park Retirement Residence increases to fifty bargaining unit members, the Unifor will be entitled to two (2) representatives.

Where the certified worker representative on the Joint Health and Safety Committee is not a Unifor representative, the Employer will recognize a Unifor certified representative from Hillside Park Retirement Residence and will pay for the training costs of one Unifor certified representative (a total of one to represent both this bargaining unit and the Unifor bargaining unit for Hillside Retirement Residence). However, the Employer's obligation to pay for the certification training costs for a Unifor certified representative under these circumstances is limited to a maximum of once every three years if the Committee has a certified worker.

- 9.03 At no time shall the number of company members be allowed to outnumber the amount of union members.
- 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.
- 9.05 The committee shall operate in accordance with the *Occupational Health and Safety Act*, as it may be amended from time to time. Meetings will be held quarterly, or more or less frequently as the committee may determine.
- 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-half (½) hour prior to the Committee as may be necessary for preparation.

- 9.07 In the event of accident or injury, 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.
- 9.08 No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.
- 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.
- 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.
- 9.11 Infectious Diseases  
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.
- 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 universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.
- 9.13 National Day of Mourning  
Each year on April 28 at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.
- 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, employees are obligated to comply with such recommendation(s).

- 9.15 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, she 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.

9.16 Employment of Disabled Workers

The Union acknowledges the duty of the Employer to accommodate certain individuals under the *Human Rights Code* of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

In the event that an employee who is physically handicapped is not capable of performing the work of her classification with such accommodation as may be required under the *Ontario Human Rights Code*, but is qualified to perform the work of another classification within the bargaining unit and the Employer receives satisfactory medical documentation that the employee is able to perform the work of the different classification, the parties agree to meet to discuss possible ways in which the employee may be transferred to an available or existing position within that classification. 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.

9.17 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 her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to her home as indicated.

## **ARTICLE 10—GRIEVANCE AND ARBITRATION PROCEDURE**

### **I. Grievance Procedure:**

10.01 The parties to this agreement recognize the Union Committee persons, stewards and the Unifor representatives as the agents through which employees shall process their grievances.

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.

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 her regular straight time hourly rate of pay for time lost from her 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.

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.

10.05 Complaint/Grievance Procedure

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

**Step No. 1**

An employee having a question or complaint shall refer it to his immediate supervisor within eight (8) working days of the actual occurrence leading to the question or complaint. At this stage, the employee may be accompanied by a Union Steward, if he so desires. The Supervisor shall reply to the employee, giving the answer to the complaint or question within five (5) working days from date of submission.

**Step No. 2**

If the grievance is not settled, the aggrieved employee may submit his grievance to the Administrator within five (5) working days, at which time a meeting shall be scheduled within the following ten (10) working days. The Administrator shall consider the grievance in the presence of the person or persons presenting same and render a decision in writing within ten (10) working days following the meeting. The aggrieved employee shall have the assistance of his Steward, if he so desires.

**Step No. 3**

If the reply of the Administrator, or his designate, is not satisfactory to the employee, the matter may then be submitted to arbitration and the following rules governing arbitration must apply. The notification of arbitration must be made within ten (10) working days after Step No. 2 above is completed.

Any of the time allowances above may be extended by mutual agreement of the parties.

In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of Union Steward

or Union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift. The employee shall be advised in advance of the meeting by the employer of this right.

#### 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 Two of the grievance procedure by, forwarding a written statement of said grievance to the Unifor Local Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the Union representative shall give his decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step Two of the grievance procedure.

#### 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 3 of the grievance procedure, providing that it is presented within ten (10) calendar days after the circumstances giving rise to the grievance have originated or occurred. The Policy Grievance shall be signed by a Unifor 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.

#### 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, or her designate within five (5) 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.

#### 10.09 Layoff and Recall Grievances

Grievances concerning layoffs and recall shall be initiated at Step 2 of the grievance procedure.

#### 10.10 Discharge Grievance

(a) The discharge of a probationary employee shall be at the sole discretion of the Employer which discretion shall not be exercised in bad faith or in an arbitrary manner. A claim by a probationary employee that she has been discharged contrary to this standard shall be treated as a grievance if a written statement of such grievance is



filed with the Employer at Step No. 2 within five (5) calendar days after the discharge is effected.

- (b) In the event of an employee who has completed his probationary period being discharge from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance at Step No. 2 of the grievance procedure, providing that it is presented within five (5) working days after the circumstances giving rise to the grievance has originated or occurred.
- (c) Such discharge grievances may be settled by confirming the Employer's action in dismissing the employee, or by re-instating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

## **II. Arbitration Process**

- 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*.
- 10.12 In the event that either party proceeds to arbitration, it shall notify the other party in writing of its intentions within twenty (20) 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 fifteen 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 five (5) 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 ten (10) 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.
- 10.13 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.
- 10.14 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.15 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.

- 10.16 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, not to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.
- 10.17 The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.18 The time limits set out in the Grievance Procedure, 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.
- 10.19 If there is a backlog of grievances which have not been heard at Step No. 2 within the applicable time limits, the Employer will, at the Union's request, schedule special grievance meeting(s) to clear the backlog.

## **ARTICLE 11—DISCIPLINE**

### **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 or President.

### **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 her 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 her request. It is understood and agreed, however, that the employee is not entitled to see job references.

### **11.03 Union Representation-Formal Disciplinary Action or Removal from Premises- 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 at her request to have a Union Committee member present at the time such discipline is given.

### **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.

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. Employees who witness abuse towards residents must report it or possibly could face discipline.

**ARTICLE 12—SENIORITY AND SERVICE**

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 one thousand eight hundred (1800) hours worked within the bargaining unit equals one (1) year of full seniority and service.

NOTE: The 1950 hours changes to 1800 hours commencing completion of 1950 hours for each current employee. 1800 effective for any new hires from date of ratification.

12.02 Change of Status

a) A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of one thousand eight hundred (1800) hours of part-time seniority and service being equivalent to one (1) year of full-time seniority and service credit and will be enrolled in the employee benefits plans subject to meeting any waiting period or other requirements of those plans.

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 one thousand eight hundred (1800) hours of part-time seniority and service credit.

b) If at any time the seniority of a part-time employee is to be compared with the seniority of a full-time employee for any reason, a part-time employee's seniority shall be converted to the equivalent full-time seniority on the basis of 1800 hours worked as

one year. Notwithstanding, at no time and for any reason can a part-time employee's seniority pre-date their actual date of hire after the conversion to the full-time equivalent.

#### 12.03 Probationary Period

Employees newly hired into the bargaining unit must complete a probationary period of four hundred (400) hours worked. 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.

#### 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 by April 1<sup>st</sup> and October 1<sup>st</sup> of each year. A copy of the seniority list shall be unit chair at the time of the posting.

12.05 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 his/her representative, such error will be corrected and when so correct the agreed upon correction will be final.

#### 12.06 Loss of Seniority, Service

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

- a) voluntarily quits the employ of Hillside Park Retirement Residence;
- 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 five (5) years of seniority with the Employer on the date of the commencement of the layoff, or twenty-four (24) calendar months if the employee had five (5) years 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 she 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;

- g) fails to return to work upon termination of an authorized leave of absence without satisfactory reason;
- h) fails upon being notified of a recall to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer. The employee is responsible to keep the Employer informed of their current address;
- i) is absent due to illness or non-compensable injury for a period in excess of twenty-four (24) months\*;
- j) 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 (i) and (j).

12.07 Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following will apply:

- a) the employer will pay its share of the health & welfare benefits for the calendar month in which the leave commences, and in the month immediately following. (Full-Time only)
- b) if the leave of absence exceeds thirty (30) consecutive calendar days, benefits coverage may be continued by the employee, provided that she pays the total cost of the premiums to the employer for each monthly period in excess of thirty (30) consecutive days leave of absence except as modified by 12.07 a). (Full-time only)
- c) Seniority for the purposes of promotion, demotion, transfer or layoff or any other seniority role shall be suspended and shall not accumulate during the period of the absence. Notwithstanding this provision, seniority shall accrue during an absence due to illness or due to a disability resulting in WSIB benefits for twenty-four months.

Credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under the collective agreement will not accumulate, but will remain fixed at the amount held at the commencement of the leave, and the benefits concerned appropriately reduced on a pro-rata basis. Notwithstanding the foregoing, service shall accumulate while an employee is absent due to illness or due to a disability resulting in WSIB benefits for a period of six (6) months.

- d) It is understood that an employee who chooses to continue benefits under a or b above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due. (Full-time only)

- e) Notwithstanding the foregoing, seniority accumulation, service accumulation and the Employer's continuation of its share of the benefit premiums, if any, for employees on pregnancy or parental leave shall be governed in accordance with Article 15.03.

\*Note: For part-time employees who accrue seniority and service during a leave of absence in accordance with this Article, or during vacation or any other provision of the agreement, the seniority and service will be calculated on the basis of their weekly (pro-rated if less than a week's leave) average of hours worked as averaged over the thirteen pay periods prior to the leave.

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

12.09 Seniority and Service re Transfer Outside of the Bargaining Unit

An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned within two (2) months to the bargaining unit shall be given credit for all seniority and service accrued in the bargaining unit prior to the promotion. Such employee shall pay union dues during the period of assignment (up to two (2) month). 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.

### **ARTICLE 13—JOB POSTING**

13.01 In the event new classifications within the bargaining unit are created or permanent vacancies or temporary vacancies as per 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.

13.02 Notwithstanding 13.01, only the initial and first subsequent vacancy will be posted for seven (7) calendar days. All subsequent vacancies will be posted for four (4) calendar days.

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

13.04 Employees who are on vacation may indicate in advance in writing submitted to the Executive Director or 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.

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.

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.

13.07 The name of the successful applicant shall be posted by the Employer and the Employer shall give a copy of the posting to the local Union.

13.08 Where the successful applicant from within the bargaining unit is in a different classification than that of the vacancy, she/he will be placed on trial in the new classification for a period of one hundred and fifty (150) hours worked. Where the successful applicant from within the bargaining unit is from within the same classification, she/he will be placed on trial in the classification for a period of seventy-five (75) hours worked. In either instance such trial promotion or transfer shall become permanent after the trial period unless:

a) the employee feels that she is not suitable for the position, and wishes to return to her former position; or

b) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

In the event of either (a) or (b) above the employee will return to her former position and salary without loss of seniority within her former classification. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her 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 her 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, or if there were no other qualified applicants, the Employer may fill the vacancy from outside the bargaining unit.

### 13.09 Temporary Vacancies

A temporary vacancy is a vacancy created by an employee's absence due to pregnancy leave, parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed sixty (60) calendar days. Vacancies expected to

exceed sixty (60) calendar days will be posted and can be extended by mutual consent. The Employer will outline to the employee selected to fill the vacancy, the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she and others affected will return to their former positions.

A part-time employee who is selected to fill all or part of any temporary full-time vacancy will retain her part-time status during the temporary period.

An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of his/her temporary position.

## **ARTICLE 14—LAYOFF AND RECALL**

### **14.01 Definition of Layoff**

A layoff for the purposes of this Article 14 and this collective agreement shall be defined as: i) the elimination of a full-time employee's position, or ii) the reduction in the regularly scheduled hours of a full-time employee, or iii) the elimination of a part-time employee's position. The reduction of a part-time employee's hours of work shall not constitute a layoff for the purposes of this agreement.

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

### **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 eight (8) weeks 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:



<b>Employee's Period of Employment:</b>	<b># of Weeks of Notice</b>
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.

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) 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 lay-off; 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 or lower paying classification provided that the full-time employee originally subject to lay-off is qualified for and can perform the duties of the classification with a maximum of 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 or lower paying classification, provided that the full-time employee is qualified for and can perform the duties of the classification with a maximum of 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 (3) calendar days (excluding weekends and holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

#### 14.04 Layoff Process (Part-Time)

- a) In the event of a layoff of part-time employee(s), the Employer will lay-off part-time employees within the affected classification(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 part-time employee who is subject to layoff shall have the right to:
  - i) accept the lay-off; or
  - ii) displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical 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 with a maximum of 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 (3) calendar days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

#### 14.05 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 she 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, he or she 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 four (4) consecutive weeks 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 his 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 (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within seven (7) 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 his proper address being on record with the Employer.

## **ARTICLE 15—LEAVES OF ABSENCE**

### 15.01 Personal Leave

The Executive Director or his/her designate may grant, in writing, a request for a leave of absence without pay for personal reasons provided that she receives 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 Hillside Park Retirement Residence. The leave will not be unreasonably denied. Where it is not possible for the employee to provide four (4) weeks' notice, she shall provide as much advance notice of her 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 15<sup>th</sup>—September 15<sup>th</sup> or during the period from December 15<sup>th</sup> to January 8<sup>th</sup>. 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.

### 15.02 Jury Duty

If an employee is required to serve as a juror in a court of law or is subpoenaed to attend as a witness for the Crown in any court, the employee shall not lose regular pay for scheduled hours of work lost due to attendance, provided that the employee:

- a) notifies the Employer immediately upon the employee's notification that she will be required to attend at court for jury duty or as a Crown witness;
- 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, travelling allowance and meal allowance, and an official receipt thereof;
- d) comes to work during those scheduled hours of the day shift that she is not required to attend court as a juror or as a Crown witness, provided that at least one-half of her full shift remains.

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

### 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.

#### **I. Pregnancy Leave**

- b) 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 three (3) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) The employee shall give at least three (3) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer three (3) weeks notice of her intention to do so, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

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

- c) 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 three (3) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and

giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- d) 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 her 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 her contribution towards the benefits, but then does not remit her 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.

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

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

- f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.03 e).
- g) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- h) 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.
- i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.03 II j) of this agreement. The employee shall give the Employer at least three (3) weeks' notice, in writing, that she intends to take parental leave.

## **II. Parental Leave**

- j) i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- iii) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- iv) The employee shall give the Employer three (3) weeks written notice of the date the leave is to begin.
- v) For the purposes of parental leave under 15.03 II j) Parental Leave, the provisions under a), d), e), f), g), h), and i) shall also apply.

### **15.04 Education Leave**

- a) The Employer may grant an employee request for an unpaid leave of absence to a maximum duration of eight (8) months for an employee to upgrade her employment qualifications as they relate to work in Hillside Park Retirement Residence 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 Hillside Park Retirement Residence. 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 he/she held prior to the Education Leave. It is further understood and agreed that the Employer will, whenever its operational requirements permit, endeavour to arrange the shifts of employees attending courses of seminars to permit such attendance.
- b) If the Employer requires an employee to take a course, then the employer will pay the cost of tuition and books, upon proof of successful completion. If the Government imposes a requirement to upgrade qualifications of existing employees, then the parties shall meet to discuss the matter.

### **15.05 Union Leave of Absence**

The Employer will grant unpaid leaves of absence to employees to attend to Union business or to attend Union conventions, seminars, or sessions provided that the leaves do not interfere with the proper operation of Hillside Park Retirement Residence, and subject to the conditions set out herein:

- a) The aggregate cumulative total leaves for the bargaining unit shall be twenty (20) days in a calendar year, which does not include leaves of absence for one (1) employee selected to attend Unifor education leaves. The aggregate cumulative total leaves for employees selected to attend Unifor Education leaves shall be twenty (20) days in a calendar year;
- b) The Union provides at least twenty-one (21) days written advance notice of the requested leave. Where such notice is impossible, the Union will provide as much advance notice as possible;
- c) Subject to the staffing requirements of the Employer where less than twenty-one (21) days written advance notice is given, the leave is also subject to the ability of the Employer to replace the employee at straight time hourly rates of pay;
- d) No more than one (1) employees may be absent on Union leave at the same time with the exception of Union leave for attendance at negotiations unless mutually agreed by the Employer and the Union.

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.

15.06 Upon application by the Union in writing, Hillside Park Retirement Residence will give reasonable consideration to a request for a long term leave of absence without pay to an employee elected to a full-time position with the Local or the National Union. Such leave shall be for a period of three (3) years and may be renewed for a further period as may be agreed between the parties. The employee will accumulate seniority and service during the three (3) year 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.

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 15.06, and the Union will fully reimburse the Employer for the cost of the salary and benefits upon receipt of the Employer's monthly billing.

#### 15.07 Bereavement Leave

- a) A full-time employee who has completed the probationary period of employment will be allowed four (4) consecutive working days leave of absence without loss of pay in the event of the death of the employee's father, mother, sister, brother, wife, mother-in-law and father-in-law, common law wife/spouse, husband, child, grandparents, grandparents-in-law, grandchildren, daughter-in-law, son-in-law, sister-in-law or brother-in-law, step-parents, step-children.

- b) A part-time employee who has completed the probationary period of employment will be allowed four (4) consecutive days leave of absence without loss of pay in conjunction with the date of death or the date of funeral (with one of the days being either the date of death or the date of funeral) in the event of the death of the employee's father, mother, sister, brother, wife, mother-in-law and father-in-law, common law wife/spouse, husband, child, grandparents, grandparents-in-law, grandchildren, daughter-in-law, son-in-law, sister-in-law or brother-in-law, step-parents, step-children. It is understood that pay for such days of absence is limited to the employee's scheduled days actually missed from work.
- c) The Executive Director may consider a request for an extension of a period of bereavement leave or other special instances of bereavement leave.
- d) A full-time or part-time employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is on sick leave. When a full-time or part-time employee is on vacation and is eligible for bereavement leave, she shall be paid for the bereavement leave in accordance with this Article and her vacation will be extended accordingly.

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

- e) where the funeral of the deceased is more than 1000km from the home, the employee shall be allowed one (1) extra day beyond the date of the funeral for return and such extra day shall be paid.

## **ARTICLE 16—HOURS OF WORK & SCHEDULING**

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.

16.02 a) 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 an average of 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. Straight time paid meal break is part of the regular hours for nursing staff provided they do not leave the premises.

Notwithstanding the above the employer may schedule twelve (12) hour shifts at regular straight time pay.

- b) Part-time employees will not be regularly scheduled for more than 60 hours bi-weekly. However, part-time employees may be offered more work in any week which the



employee has the option of refusing. Refusing such extra work will not prejudice the employee's status and acceptance will not remove an employee from her/his part-time status.

16.03 Employees required for reporting purposes shall report to their work station five (5) minutes prior to the commencement of their shift, which period shall be unpaid.

16.04 The Employer will schedule a full-time employee off, on average, four (4) days in the bi-weekly period.

Subject to operational requirements the Employer will schedule full-time employees off two out of four weekends, unless the employee consents or requests to be scheduled to work additional weekends.

16.05 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.

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

16.07 It shall be the responsibility of the Department Head or her 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.

16.08 The Work Schedules will be posted at least three (3) weeks before being effective.

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

b) i) 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 a full-time employee without the employee's consent, which consent shall not be unreasonably withheld by the employee.

ii) It is understood that i) 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 full-time employee as soon as possible.

c) It is understood that b) 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 three (3) weeks' 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 3 weeks' 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.

- 16.10 The Employer will not schedule full-time employees to work split shifts. This clause does not apply to Special Needs floor or Dietary Aide Classifications.
- 16.11 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 two (2) working days prior to the exchange. Such approval shall not be unreasonably withheld. For the purpose of this Article, working days means Monday to Friday during office hours.
- 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.
- 16.12 An employee will obtain permission from their Department Head or designate before leaving work prior to their scheduled quitting time.
- 16.13 Notice of Shift Cancellations (Full-Time & Part-Time)  
Changes or cancellations to the posted work schedule shall be brought to attention of the employee personally. The Employer will provide for at least 24-hours' notice of any cancellation of a scheduled shift in the posted schedule. The Employer will make its best effort to provide for at least 24-hours' notice of any change of a scheduled shift in the posted schedule.

## **ARTICLE 17—PREMIUM PAYMENT**

- 17.01 The regular straight time hourly rate of pay is that prescribed in the wage schedule of the collective agreement.
- 17.02 Overtime shall be paid for all hours worked in excess of the normal hours as referred to in Article 16.02, exclusive of the unpaid meal period, 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 Employer.
- 17.03 If an employee works a full seven and one-half hour shift and then works at least three (3) hours of overtime consecutive with the 7.5-hour shift, she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a meal allowance of ten dollars (\$10.00). This clause does not apply to employees working extended tours.
- 17.04 In the event that the Employer requires overtime to be worked at the end of a shift, the Employer will offer the overtime to the 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.
- 17.05 Overtime premiums or other premiums shall not be duplicated nor pyramided.
- 17.06 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.
- 17.07 Minimum Reporting Allowance  
Subject to the following, if an employee reports for work at her scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at her regular straight time hourly rate of pay, provided that the employee has not previously received notification orally or in writing from her Department Head or designate not to report. Where the employee is scheduled for a shift of less than seven and one-half hours duration excluding the unpaid meal period, the minimum reporting work or pay will be pro-rated accordingly.
- 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 Hillside Park Retirement Residence, nor shall it apply to employees returning to work without required notice after absence.
- 17.08 Time off Between Shifts  
An employee will be allowed a minimum of twelve (12) hours off between the end of a shift and the beginning of the next shift. Where the twelve (12) hours is not followed, then the employee will be paid time and one-half (1 ½) for the hours less than the twelve (12) hours.

17.09 Weekend Premium – Full-time & Part-time-effective January 1, 2023

An employee shall be paid a weekend premium of forty cents (\$0.40) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other forty-eight (48) hour period that the Employee may establish.

17.10 Shift Premium – Full-time & Part-time-effective January 1, 2023

Employees shall be paid a shift premium of forty cents (\$0.40) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

17.11 The Retirement Home operates twenty-four (24) hours per day, seven days a week. Day shift is recognized as the first shift of the day.

**ARTICLE 18—HOLIDAYS**

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

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1 <sup>st</sup> )	Boxing Day

b) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the holidays designated in 18.01 a) above. The intent is that during the duration of this agreement there will be no more than the number of holidays negotiated by the parties in this collective agreement.

c) Full-time—One (1) float holiday shall be taken as a day off with pay within twelve (12) months following the calendar year. If the day is not taken within that time period, it shall be paid out on the next pay period. In order to qualify for the float holiday, the full-time employee must have completed their probationary period to be eligible.

18.02 a) In order to be eligible for a paid holiday, a full-time employee must have worked her last scheduled shift immediately preceding, and her 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. 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.

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 her holiday pay for the particular holiday unless absent due to illness or injury which is confirmed by a physician's certificate.

- 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 (1½) times her regular straight time rate of pay for all hours worked on the holiday.
- 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 (1½) times her 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 sixty (60) days before or following the holiday on a day mutually satisfactory to the employee and Supervisor.

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

[\*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.]

- 18.05 The same rules with respect to employee fourteen (14) calendar day advance notification of her election to be paid holiday pay or take a lieu day off with pay and her requested day if she opts for the lieu day as provided for in Article 18.03 apply.
- 18.06 Holiday pay (or pay for a lieu day) for a full-time employee shall be calculated on the basis of the full-time employee's regular hourly rate of pay times the duration of the employee's regularly scheduled shift. Where the full-time employee regularly works shifts of varying duration, the Employer will average the length of the shifts worked by the full-time employee in the four work weeks before the work week in which the public holiday occurred.
- 18.07 A shift that begins or ends during the twenty-four (24) hour period on 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.
- 18.08 Except with the consent of the employee, the Employer will endeavour to schedule employees off 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. It is agreed that

the normal scheduling provisions shall not apply during the period of December 15<sup>th</sup>—January 8<sup>th</sup>.

**ARTICLE 19—VACATION**

19.01 Full-Time

All full-time employees shall receive vacation with pay based as of January 5<sup>th</sup> in any calendar year.

Employees will be granted vacation on the following basis:

<b><u>YEARS</u></b>	<b><u>PAY</u></b>	<b><u>TIME OFF</u></b>
Less than 1 year	4%	0
1-5 years	4%	14 calendar days off
6-9 years	6%	28 calendar days off
10-14 years	8%	35 calendar days off
15 years +	10%	35 calendar days off
25 years	12%	42 calendar days off

Gross earnings will be based on the previous years taxable earnings excluding taxable benefits.

19.02 Part-Time

All part-time employees shall receive vacation with pay based as of January 5<sup>th</sup> in any calendar year.

<b><u>YEARS</u></b>	<b><u>PAY</u></b>	<b><u>TIME OFF</u></b>
Less than 1 year	4%	0
1-5 years	4%	14 calendar days off
6-9 years	6%	28 calendar days off
10-14 years	8%	35 calendar days off
15 years +	10%	35 calendar days off
25 years	12%	42 calendar days off

Note for the purpose of part-time service one thousand eight hundred (1800) hours equates to one year. As per Article 12.01.

Gross earnings will be based on the previous year’s taxable earnings excluding taxable benefits.

19.03 Vacation on Termination

An employee who leaves the employ of the Home for any reason shall be entitled to receive any unpaid vacation pay, which has accrued to her to the date of her separation.

19.04 Vacation Entitlement

- a) For the purposes of vacation entitlement, seven consecutive calendar days equals one vacation week. Vacation must be taken in minimum one-week blocks, except as provided otherwise in 19.04 b).
- b) Notwithstanding Article 19.04 a) and subject to the following, a full-time employee may split a maximum of two weeks of vacation entitlement into a maximum total of four blocks of single or multiple vacation days.

It is understood that an employee may not take any part of her split weeks of vacation during the period of December 15<sup>th</sup>—January 8<sup>th</sup>.

It is understood that the employee must request single or multiple vacation days in accordance with the applicable time frames for request, as set out in Article 19.08.

19.05 Vacation accrual shall not accumulate from year to year or be carried over from year to year, unless mutually agreed between the Employer and employee.

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

19.07 Vacation shall not be granted during the period of December 15<sup>th</sup>—January 8<sup>th</sup>.

19.08 a) Subject to the following, the choice of vacation period for those employees who have submitted their request in a timely fashion, 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 four (4) weeks of the vacation entitlement during the period of June 15<sup>th</sup>—September 15<sup>th</sup>.

- b) Except for vacation requests for the prime summer period of June 15<sup>th</sup>—September 15<sup>th</sup>, employees must submit their requests for vacation one (1) month in advance of the posting of the schedule in which the requested vacation falls.
- c) Vacation requests for the prime summer period of June 15<sup>th</sup>—September 15<sup>th</sup> must be submitted by the date posted by the Employer. Employees who file a timely request will receive priority for their vacation requests, and where their vacation requests could not be accommodated, all of their subsequent requested vacation times will be considered over an employee who submits such a late request. An employee submitting such a late request cannot utilize her seniority to displace any employee who submitted a timely request.
- d) Personal leaves of absence will not be granted during the prime summer vacation period of June 15<sup>th</sup>—September 15<sup>th</sup>, except as provided for in Article 15.01.

19.09 Vacations - Interruption

**Personal Serious Illness Requiring Hospitalization**

- a) Where a vacationing employee or an employee about to commence vacation becomes seriously ill requiring her to be an inpatient 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 requiring the employee to receive ongoing medical care and/or treatments resulting in the employee being confined to her residence or to bed rest, the period of such serious illness 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.

**Serious Illness Requiring Hospitalization of Dependent Family Member**

- c) Where a family member as defined by d) below of a vacationing employee or of an employee about to commence vacation becomes seriously ill as defined by e) below, the employee may elect to deem that portion of her vacation for which the family member is seriously ill as unpaid emergency leave and such emergency leave will not be counted against the employee's vacation credits. In the event that the employee requests further leave beyond the expiry of her vacation to care for her seriously ill family member, the employee may apply for a personal leave in accordance with Article 15.01.

- d) For the purposes of c), a family member is defined as the employee's spouse, a child of the employee who is living as a member of the employee's household and is dependent on the employee for care, or a parent of the employee who is living as a member of the employee's household and is dependent on the employee for care.

- e) A family member as defined in d) above will be considered seriously ill where, and for the period in which, the family member is required to be an inpatient in a hospital. In addition, the family member will be considered to be seriously ill for the purposes of this Article where the family member is discharged from the hospital and is still seriously ill requiring ongoing medical care and/or treatments resulting in the family member being confined to her residence or to bed rest.

The employee will be required to provide satisfactory documentation of the hospitalization of the family member and of the ongoing need for medical care and confinement.

- 19.10 Vacation pay for full-time employees will be paid with their regular pay when they take their vacation off.



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

## **ARTICLE 20—HEALTH & WELFARE & INSURED BENEFITS**

**EFFECTIVE JULY 1, 2007**

### Full-Time Only

20.01 The Employer agrees, during the term of the Collective Agreement to contribute towards the premium coverage for eligible full-time employees in the active employ of Hillside Park Retirement Residence under the insurance plans outlined in 20.02—20.05 subject to their respective terms and conditions including any enrolment requirements. It is understood that the details re coverage, eligibility, deductibles, etc. are governed by the specific term of the plans.

### 20.02 Life Insurance

The Employer agrees to contribute 50% of the billed premium towards coverage of eligible full-time employees under a group life insurance plan to provide coverage in the amount of one-times (1x) the employee's annual salary.

### 20.03 Extended Health Care Plan

The Employer agrees to contribute 50% of the billed premium towards coverage of eligible full-time employees under an Extended Health Care Benefits Plan. The Plan is subject to a 90% co-insurance limit, except for the Vision Plan specified below, and is subject to an annual deductible of \$20.00 (family)/\$10.00 (single).

The Extended Health Care Plan shall provide for a Hearing Aide benefit of \$300.00/individual every five (5) years.

It is understood that covered expenses under the Drug Plan will not exceed the price of the lowest cost generic equivalent product unless the prescription contains a written direction from the physician that the prescribed drug is not to be substituted with another product. Furthermore, if there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the prescribed product.

The Extended Health Plan shall provide for Vision Care coverage of \$150.00 per 24 consecutive months, effective January 2010. Effective January 1, 2020, the premium will increase to two hundred dollars (\$200.00).

Vision Care coverage will not be subject to the 90% co-insurance limit.

Effective January 1, 2019, the Employer will provide a self-insured benefit for Two Hundred (\$200) per year for physiotherapy provided appropriate proof is supplied.

Effective January 1, 2011, orthodontics at 50/50 co-insurance to \$500.00 maximum.

#### 20.04 Dental Plan

The Employer agrees to contribute 50% of the billed premiums towards coverage of full-time employees under a Dental Plan, equivalent to Blue Cross #7, based on current ODA with a one (1) year lag provided that the participating employee pays the balance of the billed premiums through payroll deduction. The Dental Plan will be subject to a 90% co-insurance limit.

The Dental Plan will be subject to a \$1,000.00 maximum yearly cap per insured person. Routine recall coverage under the Dental Plan will not exceed one recall in any nine (9) months.

The Employer agrees to distribute an updated Benefits Plan booklet to employees.

#### 20.05 Sick Leave

Full-time employees will get Sick Leave on the following basis:

1. Sick leave is for the sole purpose of protecting an employee in the event of legitimate illness rendering the employee unable to perform her work;
2. A full-time employee who has completed six (6) months of full-time employment will after that date, on January 1, be credited with four (4) days sick leave and July 1 be credited with four (4) days sick leave, for each calendar year, with no carry forward and no cash out of banked sick leave credits.
3. An employee may not be paid for illness for sick time taken before or after a scheduled vacation, leave of absence, designated holiday or scheduled day off, unless a doctor's certificate is provided.
4. An employee who is injured and receiving payments from WSIB will not be paid for illness by the Employer.
5. An employee may be required to produce a certificate from a qualified medical practitioner for any illness.
6. An employee who is approved for sick leave payment and who has sick leave credits will be paid for sick leave on the basis of the regular hours they would have worked.

20.06 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 portion of the billed premiums as provided for under this Article. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier at least sixty (60) days prior to implementing a change in carrier.

20.07 The Employer may self-direct any of the above benefits provided it gives the same coverage. The benefits will terminate after the age of 65. Benefits for any eligible dependents will terminate after age 21, except for disabled dependents and/or students until the age of twenty-five (25) provided there are no additional cost for such benefits.

20.08 Pension Plan

Effective January 2012, Employer to match RRSP contribution:

Full-time Employees: \$20.00 per month

Part-time Employees: \$10.00 per month

**ARTICLE 21—PART-TIME BENEFITS**

21.01 A part-time employee shall be paid seventy-five cents (\$0.75) for each hour worked in lieu of holiday pay, sick pay, all fringe benefits, and all health and welfare insured benefits.

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 (ALL EMPLOYEES)**

22.01 Medical Certificates

The Employer may request proof of illness in the form of a medical certificate which will be paid by the employer to a maximum of \$60.00 signed by a qualified medical practitioner from any employee where:

- i) the employee has been absent due to personal illness for three (3) days or more; or
- ii) 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
- iii) the employee is absent due to personal illness on either her last scheduled shift immediately preceding a holiday or her first scheduled shift immediately following the holiday; or the employee reports ill for her scheduled shift on a holiday; or
- iv) the Employer has reasonable grounds to question the bona fides of an illness.

22.02 Notification of Illness

The regular straight time hourly rates of pay in effect during the term of this agreement shall be those set forth in "Schedule A" attached to and forming part of this Agreement.

## **ARTICLE 23—WAGES**

### **23.01 Wage Schedule**

The regular straight time hourly rates of pay in effect during the term of this agreement shall be those set forth in "Schedule A" attached to and forming part of this Agreement.

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

### **23.03 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.

### **23.04 Wage Grid Progression**

a) Except where expressly provided otherwise, full-time employees within their position classification will progress from the "start rate" to the "six month" rate to the "one-year rate" and to the "two-year rate" and so on, on the basis of their service within the classification, progressing on the anniversary date of their promotion, transfer or hire into the classification.

b) Except where expressly provided otherwise, part-time employees within their position classification will progress from the "start rate" and so on based on one thousand eight hundred (1800) hours paid equals one year of service, as per Article 12.01.

### **23.05 Wage Grid Placement on Promotion**

An applicant who is promoted to a higher rated classification within the bargaining unit shall be paid as follows:

a) An employee who has already completed her probationary period will be placed on the level of the salary schedule of the higher rated classification which represents an increase above her current rate of pay.

b) An employee who has not completed her probationary period shall receive the start rate of the new classification and progress through the new classification wage structure as provided herein.

### **23.06 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, she shall be paid the rate in the higher salary grid that is immediately above her current rate for all hours worked in the assignment.

### **23.07 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 she shall continue

to receive her higher rate of pay. It is understood that this provision is subject to Article 23.08 and does not apply in circumstances of Article 23.08.

It is further understood that this provision does not apply to employees who are employed in dual classifications and are scheduled for a shift(s) in the lower rated classification. It is further understood that this provision does not apply to employees who wish to be on the call-in list of a lower rated classification and who accept a call-in in such lower rated classification.

#### 23.08 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 her former higher grid.

#### 23.09 Pay Cheque Errors

In the event of an error on an employee's pay where the employee has been underpaid the Employer will provide payment for the shortfall within three (3) working days by cheque if Employer error.

If the Employer makes an overpayment for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered.

#### 23.10 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.

### 23.11 Uniform Allowance

**Full-time:** Effective January 1, 2022, the employer will pay a uniform allowance for those employees required to wear a uniform of ninety dollars (\$90.00) per year in a lump sum payment in the first pay period of January each year.

**Part-time:** Effective January 1, 2022, the employer will pay a uniform allowance for those employees required to wear a uniform of sixty dollars (\$60.00) per year in a lump sum payment in the first pay period of January each year.

### 23.12 Pay Days

The Employer agrees that wages will be paid bi-weekly on Thursday, and the employees shall be paid by bank deposit of the employee's choice and if an employee requests a paper statement showing earnings, deductions and net pay, it will not be unreasonably denied.

## **ARTICLE 24—TECHNOLOGICAL CHANGE**

24.01 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 25—BULLETIN BOARD**

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

## **ARTICLE 26—NOTICE OF ADDRESS CHANGE**

26.01 It is the sole responsibility of each employee to keep Hillside Park Retirement Residence fully advised of her current address and telephone number. If the employee fails to do so, Hillside Park Retirement Residence will not be responsible for failure to notify.

## **ARTICLE 27—CHANGES IN AGREEMENT**

27.01 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 28—PRINTING OF COLLECTIVE AGREEMENT**

28.01 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 29—DURATION**

29.01 This Agreement shall remain in effect until June 30, 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.

**Dated this 26<sup>th</sup> day of January, 2022**

**FOR THE EMPLOYER**

*Alhuta Jones*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
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*[Signature]*  
\_\_\_\_\_  
*Haley Anderson*  
\_\_\_\_\_  
\_\_\_\_\_

### **LETTER OF UNDERSTANDING—SENIORITY DATE**

It is understood that the employee's seniority date will be effective the original date of hire with the Employer.

### **LETTER OF UNDERSTANDING—MEDICATIONS**

If a Resident Support Aide (RSA) or Personal Support Worker (PSW) administers medications, they will receive an additional fifty cents (\$0.50) per hour.

### **LETTER OF UNDERSTANDING—BENEFIT PLAN**

The parties agree to meet to review the benefit plan by no later than June 30, 2022. The parties will determine whether or not through reasonable caps or other changes improvements can be made that are cost neutral.

The Parties agree to review coverage for medical cannabis under health Practitioners within 90 days of ratification. Medical Cannabis coverage will be made available exclusively through Canabo, and Aleafia Health clinic who Unifor partners with to support Unifor members.

### **LETTER OF UNDERSTANDING—ARTICLE 20**

The parties agree to enter into meaningful discussion regarding changing the carrier for the benefit plan. If a change in carrier is agreed then the parties will then determine how to restructure and/or enhance the benefit plan on the basis of no cost increase or decrease for the employer and the bargaining unit members. Such meeting(s) shall commence within six (6) months of ratification.

The Employer will request that the provider approve an open enrolment period for the month following ratification, to provide the opportunity for full-time employees to enroll into the benefit plan without having to pay for premiums for past service and without having to undergo any medical underwriting. If approved then the employee will be placed on the benefit plan on the earliest opportunity as determined by the provider.

### **LETTER OF UNDERSTANDING—PAID EDUCATION LEAVE**

The employer agrees to pay into a special fund \$300.00 per calendar year. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid annually into a trust fund established by the Nation Union, Unifor and sent by the company to the following address:

Unifor Paid Education Leave Program  
115 Gordon Baker Road  
Toronto ON M2H 0A8



## **LETTER OF UNDERSTANDING—WORKLOAD REVIEW FORM**

The parties agree that client/patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees are assigned a workload which they have cause to believe is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the Union. The "Workload Review Form" will be attached as an Appendix to the Collective Agreement.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees may submit their concerns to the Labour Management Committee through their Union Representative.

## **LETTER OF UNDERSTANDING—WOMEN'S ADVOCATE**

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

For this reason, the parties agree to recognize a female employee from the bargaining unit who will serve as a Women's Advocate.

The Union will be responsible to train and educate the Women's Advocate, and the parties agree that the Women's Advocate will act strictly as a referral agent and not a counselor.

In addition, the Women's Advocate will familiarize herself with the employers' Employee and Family Assistance program and in each instance will provide the female employee with an Employee & Family Assistance Program pamphlet or information with respect to the EFAP program.

The Women's Advocate will be allowed reasonable time off work for the purpose of making a referral to a female employee who has requested immediate assistance. To conduct such business, the Women's Advocate shall obtain permission from her Supervisor (or designate) before leaving her job or work area, and shall notify her Supervisor (or designate) upon her return. Such permission will not be unreasonably withheld. It is understood that the provision of such time is contingent on the Employers' ability to maintain services and activities at the workplace.

The local Union executive will develop appropriate communications to inform female employees about the referral role of the Women's Advocate. The Advocate will be allowed to attend an annual training.

### Liability

The parties agree that the Union is solely responsible and liable for the actions of the Women's Advocate and in addition, agree that interaction between the Women's Advocate and the female employee shall not be a collective agreement matter.

### **LETTER OF UNDERSTANDING—JOINT COMMITMENT IN DIGNITY& RESPECT**

The parties agree that abuse and/or threatening behaviour is not tolerated. Staffs are to be given dignity and respect. There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour shall include, but not be limited to the following: physical abuse, psychological abuse, emotional abuse and 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 his/her immediate supervisor who will assess the situation and give further direction.

### **LETTER OF UNDERSTANDING—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. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, treating health care professional who is regulated under RHPA), a women who is in an abusive or violent personal or domestic situation will not be subjected to discipline without first giving consideration to the facts in each individual case and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

The Employer and the Union will treat such information in a confidential manner unless required by law to report.

### **LETTER OF UNDERSTANDING—ESA LEAVES**

The parties agree to comply with the requirements for leaves under the ESA – including the Pregnancy, Parental, Family Medical, Critical Illness, Child Death, Crime-Related Child Disappearance, Domestic or Sexual Violence, and Personal Emergency.

### **LETTER OF UNDERSTANDING—RRSP BENEFIT**

Within one month of ratification the Employer will provide the written details regarding the procedure relied on for the RRSP benefit, which shall include the options the employees have for investment risk, any documentation to be completed, the type of account the money is maintained.

### **LETTER OF UNDERSTANDING—MEALS – NIGHT SHIFT - PSW**

First and second floor PSW will be paid the one-half hour meal break at straight time on the same principles [invisible for calculation of overtime and cannot leave property].

### **LETTER OF UNDERSTANDING—EMPLOYEE ASSISTANCE PROGRAM**

The Union and the Employer jointly agree that the personal health and welfare of all employees and their families may adversely affect an employee's abilities and work performance. Employees are encouraged to access the Employer's EAP when necessary.

### **LETTER OF UNDERSTANDING—RACIAL JUSTICE ADVOCATE**

In recognition of societal racism, the Employer agrees to acknowledge a racial justice advocate who identifies as a member of the Black, Indigenous, or racialized community. The Local Union President will be responsible for the selection of the facility Racial Justice Advocate. A Racial Justice Advocate is a workplace representative who will assist and support Black, Indigenous, or racialized people and concerns such as racial discrimination and racial violence. The role of the Racial Justice Advocate in the workplace will include to:

- Listen;
- Provide support to Black, Indigenous, or racialized members;
- Assist with racial justice initiatives;
- Promote access to community cultural appropriate services;
- Work with facility leadership to develop, implement and monitor an Anti-Racism Action Plan;
- Network with coalition partners.

Should the Racial Justice Advocate require time off the job in order to fulfill his/her duties, the Union will review the request and, if in agreement, will submit a leave of absence request prior to the requested leave for approval by the Company. Such approval shall not be unreasonably withheld and such leave shall be without pay.

Each year on March 21 at 11:00AM, work will stop and one (1) minute of silence will be observed in support of Racial Justice.

### **LETTER OF UNDERSTANDING—MENTAL HEALTH**

The parties agree that a psychologically healthy work environment is a desirable objective for both Hillside Park Retirement Residence and its employees.

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

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and its effect in the workplace. This will be a standing discussion item on the Joint Occupational Health and Safety Committee agenda.

**LETTER OF UNDERSTANDING—UNFILLED SHIFTS-WORKING SHORT**

The parties agree to meet through the Labour Management Committee during the term of this 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 schedules 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 these employees working short. The employer agrees to track the number of unfilled shifts and this data will be shared with the Labour Management Committee to review.

**Dated this 26<sup>th</sup> day of January, 2022**

**FOR THE EMPLOYER**

Rebecca Jones  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

Shirley Baker  
Shirley Baker  
Wendy Bell  
Holly Anderson  
\_\_\_\_\_

**SCHEDULE "A"**

<b>CLASSIFICATION AND DATE OF INCREASE</b>	<b>INCREASE</b>	<b>START</b>	<b>AFTER PROBATION</b>	<b>1 YEAR</b>
<b>RPN</b>				
July 1, 2021	\$0.30	\$18.95	\$19.20	\$19.70
January 1, 2022	\$0.30	\$19.25	\$19.50	\$20.00
July 1, 2022	\$0.30	\$19.55	\$19.80	\$20.30
January 1, 2023	\$0.30	\$19.85	\$20.10	\$20.60
July 1, 2023	\$0.25	\$20.10	\$20.35	\$20.85
January 1, 2024	\$0.25	\$20.35	\$20.60	\$21.10
<b>RSA/PSW</b>				
July 1, 2021	\$0.30	\$17.25	\$17.50	\$18.00
January 1, 2022	\$0.30	\$17.55	\$17.80	\$18.30
July 1, 2022	\$0.30	\$17.85	\$18.10	\$18.60
January 1, 2023	\$0.30	\$18.15	\$18.40	\$18.90
July 1, 2023	\$0.25	\$18.40	\$18.65	\$19.15
January 1, 2024	\$0.25	\$18.65	\$18.90	\$19.40
<b>ACTIVITY DIRECTOR</b>				
July 1, 2021	\$0.30	\$16.55	\$16.80	\$17.30
January 1, 2022	\$0.30	\$16.85	\$17.10	\$17.60
July 1, 2022	\$0.30	\$17.15	\$17.40	\$17.90
January 1, 2023	\$0.30	\$17.45	\$17.70	\$18.20
July 1, 2023	\$0.25	\$17.70	\$17.95	\$18.45
January 1, 2024	\$0.25	\$17.95	\$18.20	\$18.70
<b>COOK</b>				
July 1, 2021	\$0.30	\$17.95	\$18.20	\$18.70
January 1, 2022	\$0.30	\$18.25	\$18.50	\$19.00
July 1, 2022	\$0.30	\$18.55	\$18.80	\$19.30
January 1, 2023	\$0.30	\$18.85	\$19.10	\$19.60

<b>CLASSIFICATION AND DATE OF INCREASE</b>	<b>INCREASE</b>	<b>START</b>	<b>AFTER PROBATION</b>	<b>1 YEAR</b>
July 1, 2023	\$0.25	\$19.10	\$19.35	\$19.85
January 1, 2024	\$0.25	\$19.35	\$19.60	\$20.10
<b>DIETARY &amp; ACTIVITY AIDES</b>				
July 1, 2021	\$0.30	\$15.55	\$15.80	\$16.30
January 1, 2022	\$0.30	\$15.85	\$16.10	\$16.60
July 1, 2022	\$0.30	\$16.15	\$16.40	\$16.90
January 1, 2023	\$0.30	\$16.45	\$16.70	\$17.20
July 1, 2023	\$0.25	\$16.70	\$16.95	\$17.45
January 1, 2024	\$0.25	\$16.95	\$17.20	\$17.70
<b>HOUSEKEEPER</b>				
July 1, 2021	\$0.30	\$16.05	\$16.30	\$16.80
January 1, 2022	\$0.30	\$16.35	\$16.60	\$17.10
July 1, 2022	\$0.30	\$16.65	\$16.90	\$17.40
January 1, 2023	\$0.30	\$16.95	\$17.20	\$17.70
July 1, 2023	\$0.25	\$17.20	\$17.45	\$17.95
January 1, 2024	\$0.25	\$17.45	\$17.70	\$18.20

**NOTE:** If the Ontario minimum wage is increased such that any step on the wage grid falls below then those wage rates will be increased to meet the minimum wage requirements on the same date that the minimum wage increase is effective.



## WORKLOAD REVIEW FORM

Unifor represented staff members reporting improper assignments are to complete all sections and forward copies to the Unit Chairperson and management representative as soon as possible.

Name & Classification (print):

Signature:

Occurrence Date:

Time:

Workplace:

Unit:

Description of Unit:

Was the occurrence the result of (select any that apply)

Short staffing     Increased census     Increased patient acuity     Other

(describe): \_\_\_\_\_

I/We believe that I/we were given an assignment that was unsafe and/or inconsistent with proper patient care for the following reasons:

Description of Incident: \_\_\_\_\_

Recommendation of Incident: \_\_\_\_\_

Name/Title of Supervisor Notified:

Date/Time of Notification:

Method of Notification:

Supervisor Response:

Supervisor Response was:     Adequate     Inadequate

I/We reserve the right to further this through the grievance procedure, Occupational Health and Safety Committee, or Union Management Committee if the response is not sufficient to resolve our concerns. Notwithstanding any action taken, this matter may be forwarded to the Ontario College of Nursing for review under professional responsibility rules.





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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

# 2024

January						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				