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## **COLLECTIVE AGREEMENT**

**between**

**L.L.B. MANAGEMENT GROUP INC.**

**and**

**UNIFOR AND ITS LOCAL 1359**

**Term: June 30, 2025 - June 29, 2027**

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## **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 Unifor and its Local 1359, as the sole and exclusive bargaining agent for all employees of L.L.B. Management Group Inc. in the City of Sault Ste. Marie save and except Supervisors, persons above the rank of Supervisor, office, clerical staff, Activities Director and Director of Care.
- 2.02 The Employer 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 resident shall not constitute a violation of any provision of this collective agreement.
- 2.05 No Other Agreement  
No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.
- 2.06 The company agrees to continue to promote services, including those beyond Basic Suite Services it makes available to residents in the home and will remain neutral with respect to the access and/or use of 3<sup>rd</sup> party services (agencies, companies, individuals) by residents in the home.

## **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 In this Agreement unless otherwise specified, “employee” means a regular full time employee, a regular part time employee, a casual employee or student employed by the employer.
- 3.03 Full-time employee - means an Employee whose regularly scheduled hours are in excess of twenty four (24) hours per week.
- 3.04 Part-time Employee - means an Employee whose regularly scheduled hours are not in excess of twenty four (24) hours per week.
- 3.05 Casual Employee - means an Employee whom the employer does not provide scheduled hours and who is on call for available work. However, it is also understood that unreasonable or consistent refusal by casual employee to work shifts upon request may result in disciplinary measures, up to and including dismissal, being instituted by the Employer.
- 3.06 Singular/Plural and Male/Female Pronoun: Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the agreement so requires.
- 3.07 Days  
Unless otherwise indicated, “days” are defined as calendar days.
- 3.08 Qualifications  
For the purposes of the collective agreement, “qualifications” shall be defined as skill and ability.
- 3.09 Seniority Defined  
Subject to the qualifications provided herein, seniority is preference or priority for promotions, demotions, layoffs, recall, transfers, service for purposes of vacation entitlement and wage progression, and all other matters measured by seniority with the Employer.
- 3.10 “Representative of Local 1359” or “1359 Local Representative”  
“Representative of Local 1359” or “1359 Local Representative” are defined as the President of Local 1359, Vice-President of Local 1359, Unit Chair or Steward.
- 3.11 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.

## **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 residents;
- (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.

### 4.02 Management Rights

The Employer agrees that in exercising its rights, as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement and subject to the right of the employee and the Union to lodge a grievance as set forth herein. No employee shall be disciplined or discharged without just cause.

### 4.03 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would result in the discharge of an employee, except through just cause.

## **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 citizenship, place of origin, ethnic origin, ancestry, age, sex, gender identity, gender expression, marital status, family status, race, creed, colour, disability, sexual orientation, record of offence 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 Discrimination and Harassment on the Prohibited Grounds Under the Human Rights Code, Bullying, Workplace Harassment and Workplace Violence under the Occupational Health and Safety Act (Bill 168 “Workplace Violence and Harassment”)

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

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

- (c) The Employer and the Union are committed to providing a positive environment for employees free from Workplace Harassment and Workplace Violence, within the meaning of the *Occupational Health and Safety Act* (Bill 168 “Workplace Violence and Harassment”).
  - i) ‘Workplace Harassment’ is defined under the *Occupational Health and Safety Act* as:

“engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome”. Workplace harassment may include bullying, intimidating or offensive jokes or innuendos, displaying or circulating offensive pictures or materials, or offensive or intimidating phone calls.

ii) ‘Workplace Violence’ is defined under the *Occupational Health and Safety Act* as:

- the exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury against a worker;
- an attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the worker; or
- a statement or behaviour that it is reasonable for an employee to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.

iii) The Employer agrees that no form of Workplace Harassment or Workplace Violence of employees will be condoned in the workplace. Staff are to be given dignity and respect. Any employee who believes the situation to be abusive shall report this to her Supervisor who will make every reasonable effort to rectify the situation.

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

It is agreed that when the employee is faced with workplace violence it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction. The employee will also complete an Employee Incident/Hazard Report Form.

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

The Employer will give all such violence related Incident/Hazard Reports to the Union within four (4) calendar days of the Employer receiving the Employee Incident/Hazard Report Form.

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

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

The parties further agree that suitable subjects for discussion at the Labour-Management Committee will include aggressive clients.

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

- i) a person other than another bargaining unit member, she shall bring such complaint to the attention of the Employer and of Unifor, Local 1359. 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.
- ii) another Unifor Local 1359 bargaining unit member, the complainant will first bring the matter to the unit chair or their designate in an attempt to mediate the complaint. If unsuccessful, the complaint will be jointly investigated by the Employer and the Union in accordance with the investigation procedure set out in "Harassment Policy in Respect of Unifor, Local 1359" contained within the Letter of Understanding attached to the collective agreement which is, in the circumstances of the joint investigation, deemed to include workplace harassment, violence and bullying. The parties agree that depending upon the nature and severity of the circumstances surrounding the complaint, that some of the steps of the Investigation procedure may be bypassed.

It is understood that in the circumstances of workplace violence, the Employer may need to take immediate action and intervention for the protection of the complainant, other employees and residents prior to commencing the joint investigation with the Union. Where the complaint is investigated under this joint process, the Unit Chair or designate will be the Union investigator.

5.05 For clarity, harassment, discrimination and bullying do not include occasional differences of opinion between employees, non-aggressive employee conflicts or properly discharged supervisory actions occasioned in good faith and in

accordance with the provisions of the collective agreement, including the delegation and monitoring of work assignments, performance and discipline.

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

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

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

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

- 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 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, 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 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 Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union constitution and/or by-Laws and owing by him to the Union.
- 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 An Employee's union dues deductions shall be made from each pay but shall be forwarded in one cheque to, Unifor Local 1359, 6-773 Great Northern Road, Sault Ste. Marie, Ontario P6B 0B7 not later than the 15<sup>th</sup> day of the month following, accompanied by a list showing the name, address, number of hours worked, wages received and dues deducted of each employee.
- 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 the name, classification, addresses, phone numbers and if available, email addresses for each bargaining unit employee and the hours that the employee has worked on January 6<sup>th</sup> and July 6<sup>th</sup> of each year.
- 7.09 Interviewing Opportunity  
A Representative of Local 1359 shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first week of employment for the purpose of advising such employee of the existence of the union and of his/her obligations under the terms of this agreement.
- The Administrator will arrange the interview with the representative of Local 1359 at a mutually agreeable time within the first week of the new hires employment.
- 7.10 New Employees  
The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- 7.11 Copies of Agreement

On commencing employment, an Employer representative shall introduce the new employee to his Union Steward or Representative. The Employer will provide the employee with a copy of the collective agreement along with their orientation package, so the employee has an opportunity to review before meeting with their Union Steward or Representative.

#### 7.12 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Employer shall report the amount of union dues paid by each Union member in the previous year.

### **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 three (3) members of the bargaining unit who shall function as the Union Bargaining Committee and representatives of the employees in all matters pertaining to this collective agreement. One of the three representatives so elected shall be the 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 of the grievance procedure when a total of three Union Committee representatives (Union Committee members and/or stewards combined) may meet with the Employer.

- (b) The UNIFOR National and 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 UNIFOR National and 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.
- (e) The Employer shall inform the Union of the names of the Department Heads and Supervisors in writing annually. The Employer shall update the list in writing whenever changes occur.
- (f) The 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 Employer;
- (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. UNIFOR will be entitled to one representative for the first forty-nine (49) employees, with a minimum of one (1) representative. It is understood however, that in the event that UNIFOR bargaining unit increases to fifty bargaining unit members, 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 the bargaining unit and will pay for the training costs of one UNIFOR certified representative. 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 actual and potential hazards in the workplace, 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 (1/2) 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 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.

9.10 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.

9.11 Day of Recognition

The Employer agrees to recognize "Day of Recognition" on April 28<sup>th</sup> at 11:00 a.m., one minute of silence for all workers injured or killed on the job.

9.12 Protective Clothing and Equipment

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

9.13 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.

9.14 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 disabled 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.

9.15 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.

9.16 The Union co-chairperson for the Joint Health and Safety Committee, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace.

9.17 The parties agree to work together during the life of the agreement in the hope of engaging managers and employees on mental health issues and their effect on the workplace. This will be a standing discussion item on the Joint Occupational Health and Safety Committee agenda.

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

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

An effort shall be made to settle grievances fairly and promptly and it is understood that an employee (or group of employees), with the assistance of a union steward,

has no grievance until she has first given her Department Head or her designate the opportunity of adjusting her complaint. Failing satisfactory resolution then the matter will be referred to step 1 of the formal grievance procedures.

#### Step 1

If an employee (or group of employees) has a complaint, she will, accompanied by the steward, take the complaint up with the Department head or her designate who will attempt to adjust it. Such complaint must be submitted within ten (10) days after the circumstances giving rise to the complaint have occurred or would to have reasonably come to the attention of the employee. The Department Head or her designate shall give her response to the complaint in writing within ten (10) days.

#### Step 2

Failing settlement, within ten (10) days following the decision of the Department Head or her designate, the Vice President or President of the Local or their designate will file a written grievance within ten (10) days to the Administrator or her designate. A meeting will then be held between the Administrator or her designate and the employee and the Vice President or President of the Local or their designate. Such meeting shall be held within ten (10) days of submission of the grievance at Step 2 unless extended by agreement of the parties. The Administrator or her designate will give her reply in writing to the Union representatives within ten (10) days. Failing settlement, within an additional ten (10) days the President or Vice President of the Local or their designate will notify the Administrator or their designate if the union is forwarding the grievance to Step 3.

#### Step 3

Failing settlement at step 2, a meeting will then be held between the Administrator or her designate and the employee and the National Representative accompanied by the Vice President or President of the Local. Such meeting shall be held within twenty-one (21) days of submission of the grievance at Step 3 unless extended by agreement of the parties. The Administrator or her designate will give a reply in writing within ten (10) days. If settlement is unsatisfactory, the grievance may be submitted in writing to Arbitration within ten (10) days of the written reply from the Administrator or her designate.

### 10.06 Union/Employer Policy Grievance

The Union and the Employer shall have the right to file a grievance based on a dispute arising out of the application, interpretation, administration or alleged violation of this Agreement within ten (10) days after the circumstances giving rise to the complaint have occurred or would to have reasonably come to the attention of the Employer or the Union. For policy grievances, Step 1 of this Article may be by-passed, and all provisions of the Grievance and Arbitration Procedure shall apply to such grievances.

### 10.07 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 ten (10) 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.

10.08 Layoff and Recall Grievances

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

10.09 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 affected.

(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.

10.10 Time Limits

Any agreement as to an extension of time must be mutually agreed to in writing.

10.11 Replies to Grievances

Replies to Grievances shall be in writing in all stages.

10.12 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

10.13 Arbitration Process:

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*.

10.14 Selection of Sole Arbitrator

Failing settlement to any grievance under Article 10, and within ten (10) days from the receipt of the Administrator's step 3 response, the party filing the grievance may serve notice in writing to the other party of their intent to submit the grievance to arbitration.

The parties further agree to the use of a sole arbitrator in the settlement of disputes between the parties and the party submitting a grievance to arbitration shall at the

same time notice is sent to the other party, shall propose the names of three (3) sole arbitrators. Within ten (10) calendar days thereafter, the other party shall either agree in writing to one of the referring party's proposed arbitrators or propose three (3) alternate names for the sole arbitrator. The process shall continue until the name of an arbitrator is agreed upon by the parties, or failing such agreement between the parties, either party shall request that the Ministry of Labour appoint an arbitrator in accordance with the provisions of the *Labour Relations Act*. If there is no agreement within twenty (20) days, the Minister of Labour shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. Once appointed, the sole arbitrator shall have all powers as set out in Section 50 of the *Labour Relations Act*.

- 10.15 Each party shall pay one-half the fees and expenses of the Arbitrator.
- 10.16 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.17 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.
- 10.18 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.
- 10.19 The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.20 The time limits set out in the Grievance Process and in the Arbitration Process herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of the *Labour Relations Act*. Any of the time limits above may be extended by mutual written agreement of the parties.
- 10.21 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

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 Adverse Reports

Adverse reports will not be used against an employee after a period of two (2) years, provided there are no intervening adverse reports.

On the request of the employee such reports will be destroyed after the two (2) year period in the presence of the employee.

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.

11.06 Discharge, Discipline and Warning Procedure

An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this agreement. The Department Head may suspend an employee but shall immediately report such action to the Employer. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of his/her Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge.

## **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 original 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.

Part time employees seniority shall be converted to the equivalent full-time seniority on the basis of one thousand four hundred (1400) hours worked within the bargaining unit equals one (1) year of full seniority and service. In no particular year shall a part-time employee be credited seniority for more than one thousand four hundred (1400) hours. At no time and for no reason can a part-time employee's seniority pre-date their actual date of hire.

#### 12.02 Change of Status

A part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of one thousand four hundred (1400) 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 four hundred (1400) hours of part-time seniority and service credit.

#### 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 shall maintain two seniority lists (a Full-time list and a Part-time and casual list). The full-time employee seniority list will show the date upon which each full-time employee's service commenced. The part-time and casual seniority list will show the total hours worked by each part-time and casual employee and equivalent seniority as a full-time employee, (using 1400 hours being equivalent to one year of full-time seniority). An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on April 6 and October 6 of each year.

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

If an employee is absent from work because of sickness, accident, vacations, statutory holidays, lay-offs, or leave of absence approved by the Employer or where the leave of absence is legislated they shall not lose seniority rights and shall continue to accrue seniority during these absences.

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

- (a) voluntarily quits the employ of the Employer;
- (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 No employee covered by this agreement will be assigned to a position outside of the bargaining unit without the employee's consent.

#### 12.08 Seniority and Service re Transfer Outside of the Bargaining Unit

An employee who accepts a promotion with the Employer to a position outside the bargaining unit and who returns within six (6) months to the bargaining unit shall be given credit for all seniority and service accrued in the bargaining unit

prior to the promotion. Should the employee return to the bargaining unit within this timeframe, all other employee(s) shall revert to their previous positions and employees newly hired to replace either the employee transferring out of the bargaining unit or an employee transferred as a result of the employee transfer out of the bargaining unit will be released. The payment of the union dues is a requirement for the employee to retain accrued bargaining unit seniority and the right to return to the bargaining unit. Should the employee refuse or fail to pay union dues to the local they shall forfeit their seniority and right to return to the bargaining unit.

#### 12.09 Job Instruction

The Employer shall allow all new employees to receive reasonable time to learn the new job by receiving instruction from the senior employees. The new employee will be brought in as an extra staff for that time which is considered as training, and each new employee will be given four (4) days in that department. If training is interrupted due to staffing problems the new employee will be given additional training days.

#### 12.10 Retirement

Although not mandatory, employees will normally retire at the end of the month during which his or her sixty-fifth (65th) birthday occurs. Should an employee wish to work beyond this date the Employer may request a medical to ensure the Employee is physically able to meet the demands of the classification.

#### 12.11 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 full cost of the employer and employee portion of the premiums to the employer for each monthly period in excess of thirty (30) consecutive days. (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.]

### **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 Administrator 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.

Part-Time/Casuals in a temporary part-time position or temporary full-time position will be classified as a temporary part-time or full-time employee until such posting is complete. They would during this time have all the rights of a

permanent part-time or full-time employee. After completing such posting, they would revert back to their previous part-time/casual status.

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:

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

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

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 four (4) 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 four (4) 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 four (4) 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.
- (b) In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.
- (c) 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.
- (d) 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.
- (e) 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.

#### 14.06 Employee Recalled in Different Classification

An employee recalled to work in a different classification from which he or she was laid off, shall have the privilege of returning to the position held prior to the layoff, should there become a vacancy within twelve (12) months of being recalled.

#### 14.07 Notification of Recall

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). 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 or her proper address being on record with the Employer.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **15.01 Personal Leave**

The Administrator 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 the Employer. 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 Parental Leave (Maternity/Paternity/Adoption Leave)**

Employees will be granted leave for the above reasons on the basis of the *Employment Standards Act*. Seniority will accumulate for the duration of such leave.

### **15.03 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 for the Employer provided that the employee provides at least one (1) months' notice in writing and further provided that the leave of absence may be arranged without undue inconvenience to the normal operations of the Employer. 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.

(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.

### **15.04 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 the Employer, 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.

15.05 Upon application by the Union in writing, the Employer 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.

#### 15.06 Jury Duty

The Employer shall grant a leave of absence without loss of seniority to an employee is required to report for jury duty or is subpoenaed as a witness in any court proceeding or inquest in connection with his/her duties with the Employer. The Employer shall pay such an employee the difference between their normal earnings and the payment they received for jury service or court witness or attendance at an inquest, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received. The foregoing shall not apply to proceedings between the Employer and the Union

and/or any person represented by the Union. When the employee involved is working on the night shift, they shall for the purposes of this Article, be excused, where necessary, on the shift immediately preceding the jury or witness or inquest duty. This provision will apply to part-time employees only when they have been pre-scheduled for work.

15.07 Bereavement Leave

(a) An employee shall be granted three (3) scheduled working days leave of absence with pay in the event of the death of a spouse (including common law spouse), child or stepchild, father, mother, sister, brother, grandparent, former guardian, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

If any doubt exists, the employee will not be paid for such leave until a satisfactory proof of death is given to the Administrator.

Payment for such day or days off will be confined to the period from the date of death up to and including the day after the funeral. It is understood that any day or days granted as bereavement leave are to be paid only where the employee would otherwise be working.

(b) 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.

15.09 Medical Report

Subject to below, the Employer will cover the cost and provide the time for any vaccinations or medications required by the Employer. It is understood that employees are expected to utilize the government sponsored flu vaccination program where available. The Employer will not be responsible for the costs of a vaccination if the reason the vaccination is required is the employee failed to utilize government sponsored flu vaccination program.

## **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) It is understood that the facility is a seven-day per week, twenty-four hour per day responsibility. Each classification has specific hours of work per day and per week.

The normal hours of work for full time employees shall consist of four (4) consecutive eight (8) hour days and four (4) consecutive days off, inclusive of a one-half (1/2) hour un-paid lunch period. However, the parties agree that there are schedules and shifts which vary from the above.

The following identifies the agreed to hours of work, and start and stop times for each classification. It is expressly agreed that an employee's start and stop time may be staggered one hour each way from the normal shift times:

#### RN and RPN

The normal work day for a full-time employee shall be seven and one-half (7.5) hours or eight (8) hours per day, excluding a one-half (1/2) hour unpaid meal period and the scheduled work week shall consist of four (4) consecutive seven and one-half (7.5) or eight (8) hour shifts (30 or 32 hours) of either day shift, afternoon shift or nights shift with four (4) consecutive days off to follow.

Hours of work for a full-time RN or RPN on a seven and one-half hour shift shall be 7:00 am to 3:00 pm (day shift), 3:00 pm to 11:00 pm (afternoon shift) and 11:00 pm to 7:00 am (night shift).

#### ATTENDANT/PSW

The normal work day for a full-time employee shall be seven and one-half (7.5) hours per day excluding a one-half (1/2) hour unpaid meal period and the scheduled work week shall consist of four (4) consecutive seven and one-half (7.5) hour shifts (30 hours) of either day shift, afternoon shift or nights shift with four (4) consecutive days off to follow.

Hours of work for a full-time ATTENDANT/PSW, shall be 7:00 am to 3:00 pm (day shift), 3:00 pm to 11:00 pm (afternoon shift) and 11:00 pm to 7:00 am (night shift).

#### HOUSEKEEPING AND LAUNDRY

##### Full-time

The normal work day for a full-time employee shall be seven and one half (7 1/2) hours per day excluding a one-half (1/2) hour unpaid meal period and the scheduled work week shall consist of four (4) consecutive seven and one half (7 1/2) hour shifts (30 hours) of day shifts with four (4) consecutive days off to follow.

Hours of work for a full-time Housekeepers and Laundry shall be 7:00 am to 3:00 pm (day shift).

## MAINTENANCE

### Full-time

The normal work day for a full-time employee shall be seven and one half (7 1/2) hours per day excluding a one-half (1/2) hour unpaid meal period and the scheduled work week shall consist of five (5) consecutive seven and one-half (7.5) hour shifts (37.5 hours) with two (2) consecutive days off to follow.

Hours of work for a full-time Maintenance employee shall be set by the Employer in accordance with operational needs, Monday to Friday.

NOTE: The meal period will be scheduled within the first 5 ½ hours of the shift. Straight time paid meal break will be in addition to the regular hours for employees if they are required to remain on the premises. In addition, where possible, days off shall be consecutive and planned in such a way as to equally distribute free weekends.

- (b) Part-time employees will not be regularly scheduled for more than 24 hours per week. 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.
- (c) In the event that the Employer intends to change the current scheduling practices for part-time employees it will provide advance notice to the union and provide an opportunity to discuss the change.

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 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.

### 16.05 Meals and Rest Periods

An unpaid meal period of one-half (1/2) hour will be scheduled by the Employer for shifts of five (5) hours or greater

- Hours worked up to 7.5 hours (including paid rest periods) = one 15 minute paid rest period

- Hours worked 7.5 hours or greater (including paid rest periods) = two 15 minute paid rest periods (one prior to the meal period and one following the meal period)

An employee requested to work beyond 7.5 hours shall be entitled to meal periods according to statutory requirements under the *Employment Standards Act*.

16.06 It shall be the responsibility of the Employer 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.

16.07 Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least three (3) weeks in advance. The Employer agrees in consultation with the Steward of that department, to set forth the working schedule of each department. The schedule once set, shall not be changed without the permission of the employee concerned.

16.08 (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.

16.09 The Employer will not schedule or require employees to work split shifts.

16.10 Changes to Posted Shift

Employees in the same classification shall be able to exchange shifts with each other with the prior consent of the Administrator. Each employee will be responsible for his/her scheduled shift and shall notify the supervisor, in writing, of the name of the employee involved and both employees shall sign at least twenty-four (24) hours before the change in posted shifts.

Such consent shall not be unreasonably withheld. No overtime shall be paid as a result of this arrangement.

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

16.12 No Lay-off to Compensate for Overtime

Employees shall not be required to lay-off in regular hours to equalize any overtime worked.

## **ARTICLE 17 – PREMIUM PAYMENT**

17.01 Overtime Defined

(a) All hours worked by employees in excess of seven and one half (7 ½) in a day, or seventy-five (75) in a two (2) week period, shall be paid at a rate of time and one half.

(b) Notwithstanding the above, employees who regularly work eight (8) hours a day (rest period included, exclusive of meal period) shall be paid at a rate of time and one half only for those hours worked in excess of eight (8) in a day, and eighty (80) in a two (2) week period.

17.02 In the event that the Employer requires overtime to be worked at the end of a shift, the Employer will offer the overtime, on a voluntary basis, 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.

17.03 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.

17.04 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 three (3) 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 Pathways Retirement Residence, nor shall it apply to employees returning to work without required notice after absence.

17.05 Time off Between Shifts

An employee will be allowed a minimum of eleven (11) hours off between the end of a shift and the beginning of the next shift.

17.06 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.

17.07 Extra Shifts for Employees

Additional shifts which become available and which the Employer determines to fill, shall be offered as "call in" shifts and shall be staffed on the basis of seniority within each of the following groups of employees, and shall be carried out on a rotational basis in the following order:

1. Part time who are not working
2. Casual who are not working
3. Full time who are not working
4. Part time who are working
5. Full time who are working
6. Casual who are working

Each shift that becomes available will be offered on the basis outlined above. Employees not in the workplace will be contacted by telephone. When necessary a message will be left for the employee telling the employee the hours of the shift and the time of the call. Notwithstanding the above, when messages have been left, the Employer may continue through the "call in" list in an attempt to fill the shift. Employees will contact the Employer to accept or decline the shift. Nothing herein prevents the Employer from filling a shift with the first employee who accepts the call-in.

At ratification the employer will canvas all full time and part time employees to confirm in writing if they want to be on the "call in" list. Any requested changes to the "call in" list must be approved by the Employer and will not be revised for six (6) months.

Any requested changes will be the responsibility of the employee.

If an employee who is on the "call in" list does not accept a call in on a continuous basis the employee will be removed from the "call in" list for a period of six (6) months and the union will be notified.

Note: At no time should a casual employee surpass a full time employee in hours unless the full time employee declines the call in.

17.08 Prior to the posting of the schedule, additional shifts/vacancies (Sick, Bereavement, Vacation, LOA) shall be offered to employees who have expressed interest in writing to the administrator on a quarterly basis (on a form provided by the Employer). These shifts will be added to the schedule by seniority to those employees who have expressed interest in writing.

Example: full-time up to seventy-five (75) hours, part-time up to seventy-five (75) hours and casual employees will be contacted once the above has been reached.

17.09 Shift Premium

Employees shall be paid a night shift premium of sixty (\$0.60) per hour for all hours worked between 2330-0730 hours.

**ARTICLE 18- HOLIDAYS**

18.01 Paid Holidays

All Employees shall receive the following holidays with pay:

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

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.

18.02 (a) In order to be eligible for a paid holiday, an 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 WSIB, or an unpaid leave of absence.

- (b) An otherwise eligible 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 Compensation for Holidays Falling on Scheduled Day Off**

When any such holiday falls on an employee's scheduled day off he/she shall receive an additional day's pay for such holiday. Such pay shall be determined by the employee's total amount of regular wages earned and vacation pay payable to the employee in the four weeks before the work week in which the Paid Holiday occurred, divided by 20.

**18.04 Pay for Regularly Scheduled Work on a Holiday**

Any employee working a regular scheduled day on such holiday shall be paid time and one half for such work and shall be paid an additional day's pay for such holiday. Such pay shall be determined by the employee's total amount of regular wages earned and vacation pay payable to the employee in the four weeks before the work week in which the Paid Holiday occurred, divided by 20.

**18.05 Employee May be Called In**

Any employee not scheduled to work on such holiday may be called in to work on receiving twenty-four (24) hours' notice and, in such case, he shall be paid time and one-half for such work and shall receive an additional day's pay for such holiday. Such pay shall be determined by the employee's total amount of regular wages earned and vacation pay payable to the employee in the four weeks before the work week in which the Paid Holiday occurred, divided by 20.

- 18.06** 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.

**ARTICLE 19- VACATIONS**

**19.01 Length of Vacation**

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

- (a) Employees who have completed twelve (12) months of employment from their first day of hire shall be entitled to two (2) weeks' vacation with vacation pay of 4% of such employee's previous years taxable earnings. Vacation pay

will be paid to employees at the time the vacation is taken or upon request by the employee it will be paid in advance.

- (b) After five (5) years - three (3) weeks' vacation with vacation pay of 6% of such employee's previous years taxable earnings. Vacation pay will be paid to employees at the time the vacation is taken or upon request by the employee it will be paid in advance.
- (c) After ten (10) - four (4) weeks' vacation with vacation pay of 8% of such employee's previous years taxable earnings. Vacation pay will be paid to employees at the time the vacation is taken or upon request by the employee it will be paid in advance.
- (d) After seventeen (17) years - five (5) weeks' vacation with vacation pay of 10% of such employee's previous years taxable earnings. Vacation pay will be paid to the employees at the time the vacation is taken or upon request by the employee it will be paid in advance.

#### 19.02 Vacation Pay on Termination

An employee leaving the service at any time in their vacation year before they have had all their vacation shall be entitled to all vacation pay remaining outstanding from the previous year as well as the appropriate percentage based on earnings in the current year up to the date the employee leaves the employ of the employer.

#### 19.03 Vacation Pay Credited to Beneficiary

When an employee dies, his beneficiary shall be credited with the value of the vacation credits owing him as in 19.02 above.

#### 19.04 Holidays During Vacation

If a holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each such holiday in addition to his regular vacation time.

#### 19.05 Preference in Vacations

All employees shall be granted the vacation periods preferred by the employee, subject to operational requirement, or at such time as may be mutually agreed upon by the

Employer and the employee. Preference in choice of vacation dates shall be determined by seniority of service.

Vacation requests shall be made by January 16th and the approved vacation schedule will be posted by February 1st. Requests for a vacation week should be booked in blocks of four (4) schedule working days.

The dates on the posted approved schedule shall not be changed thereafter except where mutually agreed.

If any employee wishes to cancel their approved annual vacation, it must be submitted in writing by the first of the month prior to the posting of the scheduled vacation. ie: if vacation is scheduled for August you must submit in writing by July 1<sup>st</sup>.

19.06 No Carry Over of Vacation Credits With Out Permission

An employee will not be permitted to carry over unused vacation entitlements past their anniversary date of hire, except with written permission. Such unused entitlement shall not exceed one week's vacation. Such permission shall not be unreasonably withheld.

19.07 During the period July 1st to August 31st an employee shall only have a maximum of two (2) weeks' vacation without special permission from the Employer.

19.08 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.

19.09 Vacation pay for full-time employees will be paid with their regular pay when they take their vacation off. Regular full-time and part-time employees may utilize accumulated vacation pay when they submit their request to their manager, in writing, no less than two (2) weeks prior to the next pay period.

## **ARTICLE 20-SICK LEAVE PROVISIONS**

### 20.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, quarantined or because of an accident or sickness for which compensation is not payable under the *Workers' Compensation Act*.

### 20.02 Amount of Sick Leave

All employees shall be credited with seven and one half (7 ½) hours of sick leave for every two hundred (200) hours worked.

Sick leave credits (three (3) days for full-time and two (2) days for part-time) can be carried forward from year of employment to the subsequent year.

A deduction shall be made from the accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in 20.01. Sick leave shall be considered as hours worked for all purposes contained in this collective agreement.

### 20.03 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., he shall not receive sick leave credit for

the period of such absence, but shall retain his cumulative credits if any, existing at the time of such leave or lay off.

20.04 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for

which sick leave with pay is granted up to a period of twenty-four (24) months, subject to the application of the Ontario Human Rights Code.

20.05 Sick Leave Not Granted

Unless there are extenuating circumstances, sick leave will not be granted to an employee who reports sick less than one (1) hour before s/he is required to go on day shift, and two (2) hours before s/he is required to go on evening or night shift.

**ARTICLE 21 – EMPLOYEE BENEFITS**

21.01 The Employer shall pay all employees, as per the current practice, the amount listed below per month in lieu of benefits. The Employer shall also maintain the current options open to all employees with the understanding that the employees have control over what, if any, options they wish to access.

**Date of ratification	Full-Time	Part-Time
	\$110-year 1	\$95-year 1
	\$115-year 2	\$100-year 2

21.02 Life Insurance

The Employer shall investigate the availability and viability of a life insurance benefit plan of \$10,000. The Employer shall determine whether a life insurance benefit plan is available and viable. If the Employer proceeds with a life insurance benefit plan, all employees shall be enrolled in the plan. The Employer shall contribute one hundred percent (100%) of the insurance premium.

**ARTICLE 22 – ILLNESS NOTIFICATION AND CERTIFICATES (APPLICABLE TO ALL EMPLOYEES)**

22.01 Medical Certificates

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

- 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.

## **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 Pay During Temporary Transfer - Higher Rated Job**

When an employee temporarily relieves in or performs the principal duties of a higher paying position, he/she shall receive the rate of the higher paying position for all hours worked in the higher paying position.

### **23.04 Pay During Temporary Transfers - Lower Rated Job**

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 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.

### **23.05 Pay 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 (weekends excluded) following the day the employee notifies the employer of the 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.

### **23.06 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. 2 of the Grievance Procedure within seven (7) calendar days following any meeting.

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

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

## **ARTICLE 24- UNIFORM ALLOWANCES**

### **24.01 Allowance for Clothing**

All full-time and part-time employees who are required by the Employer to wear a uniform are entitled to a uniform allowance paid at the rate of **sixteen dollars (\$16.00)** per month. This amount will be paid monthly.

## **ARTICLE 25 – TECHNOLOGICAL CHANGE**

25.01 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 26 - MANDATORY TRAINING**

26.01 Where the Employer requires an employee to attend any in-service program or any mandatory training within the Home during the employee's regularly scheduled working hours, the employee shall suffer no loss of regular pay for scheduled working hours missed. Where practicable, the Employer will provide employees with access to a computer where the training is on-line and time during their regularly scheduled hours of work to attend such mandatory training and

mandatory in-services. The Employer shall also cover any costs associated with such in-service program or any mandatory training.

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

#### **ARTICLE 27 – BULLETIN BOARD**

27.01 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.

27.02 Employee Lockers

The Employer shall be provided lockers for employees to keep their clothes secured.

#### **ARTICLE 28 – NOTICE OF ADDRESS CHANGE**

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

#### **ARTICLE 29 – CHANGES IN AGREEMENT**

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

#### **ARTICLE 30 – PRINTING OF COLLECTIVE AGREEMENT**

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

**ARTICLE 31 – MISCELLANEOUS**

31.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental hereto, shall pass to and from the Administrator, the designated representative of LLB Management Inc. and Unifor Local 1359.

31.02 CPR Recertification

The employer will cover the full cost of the course and the paid time (overtime shall be paid if applicable) for an employee to obtain their First Aid, CPR Certification or Recertification. The employer shall also make the necessary arrangements with a qualified provider to give the First Aid, CPR recertification or CPR training, and if possible, it will be held at the employer’s facility.

**ARTICLE 32 – DURATION**

32.01 This Agreement shall remain in effect **from June 30, 2025**, until **June 29, 2027** 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.

32.02 Retroactivity

No part of this Agreement shall be deemed retroactive unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retroactive in nature, are effective on the date of Ratification of this Agreement.

Dated on **Bold Sign** this **15<sup>th</sup>** day of **August 2025**.

L.L.B. Management Group Inc.  
George Vandebek

Unifor and its Local 1359  
Laurie Lessard-Brown

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Karim Jadavji  
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## LETTER OF UNDERSTANDING

### Re: Harassment Policy in Respect of Unifor Members

(a) Policy

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

Article 4.04 i), and not this Letter, applies to circumstances in which one bargaining unit members alleges harassment, as defined by the Ontario *Human Rights Code*, by a person other than another bargaining unit member.

(b) What is Harassment?

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

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

(c) Responsibilities

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

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The Employer and Unifor will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

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

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

d) Procedure

The Employer and Unifor are responsible for:

- advising a complainant when this policy applies;
- providing education regarding harassment;
- facilitating in the resolution process

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

- I. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and Unifor. They must be in written form.
- II. The Employer and Unifor will document the complaint and the individual will be informed of his/her rights, as required by the Letter of Understanding.
- III. The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.
- IV. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
- V. The respondent and/or delegate will be given an opportunity to respond to the allegations in writing.
- VI. An internal resolution will be attempted between the complainant and respondent by the Employer and Unifor.
- VII. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.

- VIII. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
- IX. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
- X. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
- XI. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights Tribunal complaint procedure.
- XII. It is understood that the Employer has the ultimate decision regarding whether or not discipline is to be given.

### **Re: Paid Education Leave**

The Employer agrees to pay an amount of three hundred dollars (\$300.00) per contract year for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such annual payment shall be made into a trust fund established by the National Union, Unifor and sent by the company to the following address Unifor Paid Education Leave Program, 115 Gordon Baker Road, Toronto, ON M2H 0A8.

### **Re: Influenza Vaccinations**

The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

Employees shall, subject to the following, be required to be vaccinated for influenza.

- (a) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during a member's working hours. In addition, members will be provided with information, including risks and side effects, regarding the vaccine.
- (b) The Employer recognizes that members have the right to refuse any required vaccination.

- (c) If an employee refuses to take the vaccine required under this provision, she may be placed on an unpaid leave of absence during any influenza outbreak in the Facility until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she can use available vacation or statutory holidays in order to keep her pay whole.
- (d) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of the other members.
- (e) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Facility will not oppose the claim.

If recommended by a Health Unit, apply the following to non-immunized employees:

During Influenza A outbreaks:

- i. Non-immunized employees are to obtain a prescription for (oral) Amantadine from family physician and take it for the duration of the outbreak.
- ii. Non-immunized employees who receive immunization at the start of the outbreak require a prescription for (oral) Amantadine from the family physician and must take it for two weeks or until the outbreak is over, whichever comes first.
- iii. Non-immunized employees who choose not to take Amantadine during the outbreak will be excluded from the facility for the duration of the outbreak.

Notwithstanding the above, the Employer may offer the vaccine on a voluntary basis to members free of charge.

It is understood that directives from a Health Unit take precedence over this Letter of Understanding.

### **Re: 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 Counsellors 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 counsellor.

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 in the hospital.

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 program.

#### 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.

#### Re: Mental Health

The parties agree that a psychologically healthy work environment is a desirable objective for both LLB Management Group Inc. 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.

#### Re: 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.

LLB MANAGEMENT GROUP INC.

**SCHEDULE "A"**

Classification	Start Rate	Year 1 June 30, 2025	Start Rate	Year 1 June 30, 2026
		3.50%		3.50%
RPN	25.31	26.64	26.19	27.57
PSW	19.77	20.81	20.11	21.54
Housekeeping/Laundry	17.20	17.80	17.60	18.43
Maintenance	19.67	20.70	20.35	21.42
UCP	21.74	22.88	22.50	23.68