



COLLECTIVE AGREEMENT

Between

WHITE CLIFFE TERRACE RETIREMENT RESIDENCE

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2225 - 14**

April 10, 2020 – April 9, 2023

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ARTICLE 1 - PURPOSE

The purpose of this Agreement is as follows:

- 1.01 To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 1.02 To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, service etc.
- 1.03 To encourage efficiency in operations and the best possible care for residents of the facility.
- 1.04 To promote the morale, well being and security of all employees in the bargaining unit represented by the Union.
- 1.05 The parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer hereby recognizes the Union as the sole collective bargaining agent of all employees of the Employer working at White Cliffe Terrace Retirement Home in the city of Courtice, Ontario, save and except supervisors, and persons above the rank of supervisor.
- 2.02 **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 representative which will conflict with the terms of the Collective Agreement.
- 2.03 For the purposes of representation with the Employer, the Union shall function and be recognized as follows:
 - (a) The Union has the right to appoint Stewards from among the employees who have completed the probationary period. The maximum number of Stewards at any one time shall be four (4). The stewards are representatives of the employees in certain matters including the processing of grievances. The Union shall inform the Employer of the names of the stewards in writing.
 - (b) C.U.P.E. represents all 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 or under the law of Ontario.

- 2.04 If a disciplinary penalty is to be imposed, the employee has a right to representation in accordance with this sub-article. The Employer will inform the employee of this right. The employee may be accompanied by a Steward, if she so chooses. If the employee requests a Steward, the Steward (or a designate, selected by the Unit Chairperson) shall attend promptly. If the Steward, or designate, is working, there will be no loss of wages. If the Steward is not reasonably available, and there is no designate reasonably available, the Employer will delay the meeting, and the Union undertakes to make a representative available promptly.
- 2.05 The Union may appoint up to three (3) employees, one of which shall be the Unit Chairperson, from among those employees who have completed the probationary period, to the bargaining committee for the renewal of the Collective Agreement. Should they be required to attend negotiating sessions with the Employer during regularly scheduled shifts, they shall be paid their hourly rate for their normally scheduled shifts during such negotiating sessions, up to but not including, arbitration.
- 2.06 The Employer will not contract out any work normally performed by bargaining unit employees if, as a direct result, a lay-off of bargaining unit employees results.

(a) **Leave of Absence for Union Functions**

Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to employees who are allocated or appointed to represent the Union at Union conventions or seminars or Union business provided that no more than two (2) employees may be absent at any one time with the exception of negotiations. For leaves of absence of more than one (1) day, it is understood that no more than one (1) employee may be absent at any one time within the same department. The maximum number of days that will be permitted for such leave in any calendar year shall be fifty (50) excluding negotiations. The Union will provide at least twenty-one (21) days' notice of such leave.

Where twenty-one (21) days notice is not possible, the Employer shall consider the request but reserves the right to deny the request based on the operational requirements of the Residence.

(b) **Paid Union Leave**

The parties agree that the following applies to employee's requesting Union leave in accordance with the terms of the Collective Agreement.

It is agreed that under an approved leave of absence for Union business, The Employer will pay the employee in the normal course and then bill the local. The Employer shall bill the Union for all related costs, including regular wages, vacation pay, statutory deductions, premium payment on health and welfare benefits, the Employer Health Tax (EHT), statutory holidays, sick leave, Workplace Safety and Insurance Board coverage, and pension contributions for full-time employees.

The Employer shall bill the Union for all applicable costs for part-time employees, and in addition to the foregoing for full-time employees, shall bill for their in lieu of benefits payment, statutory holiday pay, vacation pay, and any other statutory deductions and pension contributions.

(c) **Leave of Absence for Appointment or Election to Union Office**

Upon receipt of at least two (2) months' notice, the Employer will grant a leave of absence of up to one (1) year without pay, benefits or WSIB coverage, and without loss of seniority or job classification, to no more than one (1) employee at any one time who is elected to a full-time position with the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress, or who accepts assignment to a non-elected position with any of these organizations. A request for an additional extension of up to one (1) additional year will be at the discretion of the Employer.

2.07 **Work of the Bargaining Unit**

Supervisors, volunteers and co-op students, or any other person excluded from the bargaining unit, will not perform any work normally performed by bargaining unit employees if, as a direct result, a loss of hours occurs within the bargaining unit and/or a lay-off of bargaining unit employees results.

2.08 **No Discrimination/Harassment**

- (a) The Employer, the Union and the Union on behalf of the employees, agree that there will be no discrimination, harassment, interference, intimidation, restriction or coercion exercised or practiced by any of the employees or representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the collective agreement.
- (b) There shall be no discrimination and/or harassment on the part of the Employer or the Union or the employees by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political or religious affiliation or any other factors as those factors, and the foregoing factors are defined or set out in the Ontario Human Rights Code, with respect to employment, placement, promotion, salary determination or other terms of employment.
- (c) The Union and the Employer agree to abide by the *Human Rights Code*.
- (d) A manager is not harassing a worker where the manager is directing or controlling the workplace, and the employees, or exercising any of the authorities or responsibilities of management. Harassment only arises based on a prohibited ground as set out in the agreement.
- (e) A grievance alleging discrimination and/or harassment shall be submitted, in writing, at the third step of the grievance procedure.

- (f) The parties consider discrimination and harassment to be extremely serious matters. Accordingly, a malicious or vexatious allegation of discrimination or harassment will be considered cause for substantial discipline, which could include discharge.

2.09 Where the feminine pronoun is used in this Collective Agreement, the masculine pronoun shall be presumed, where the context requires.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that all management rights and prerogatives are vested with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following rights:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of White Cliffe Terrace Retirement Residence;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees. The Employer reserves the right to amend or introduce new rule(s) from time to time, and such rules will be made available to employees in advance of the date such new rule(s) are to go into effect, so that the Union may request discussion or seek clarification.
- (c) to select, hire, retire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim that an employee who has completed probation has been discharged or disciplined without cause as defined elsewhere in the agreement may be the subject of a grievance and dealt with as hereinafter provided;
- (d) to determine the nature and kind of business conducted by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds of machines to be used, the methods of operating and control of materials or goods to be used;
- (e) to have the right to plan, direct and control the work of the employees and the operations of the Employer.

ARTICLE 4 - UNION SECURITY

4.01 **All Employees to be Members**

All employees of the Employer, as covered under Article 2, shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union.

4.02 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions.

4.03 **Union Dues**

The Employer shall deduct from every employee any dues, initiation fees or assessments levied in accordance with the Union Constitution and Bylaws.

4.04 (a) The calculation of such dues, initiation fees or assessments shall be in accordance with the constitution and bylaws of the Union, and the Union shall advise the Employer of the calculation from time to time.

(b) Dues assessments and initiation fees deducted will be turned over to the Secretary-Treasurer of the National Union not later than the 15th of the following month, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.

(c) **Dues Receipt**

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each member in the previous year.

(d) The Union and its members shall hold the Employer harmless with respect to any liability, which the Employer might incur as a result of deductions and remittances.

4.05 (a) The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the above articles as Union Security and Union Dues.

(b) As soon as possible after the commencement of employment, the employee will be introduced to the Unit Chair, or their designate. The Unit Chair, or their designate, will be given the opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes, during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union. Interviews under this provision must be scheduled with the agreement of the supervisor of the newly hired employee as well as the supervisor of the union representative, if applicable. Such permission will not be unreasonably withheld

4.06 **Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the General Manager and the Unit Chair of the Local Union, with copies to the National Representative of the Union, and a designated representative of the Employer.

4.07 **Representatives**

The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with the names of its supervisory personnel with whom the Union may be required to transact business.

- 4.08 Where employees, who are representatives of the Union, are meeting with the Employer, whether at the request, or with the approval of the Employer, and except where another provision of this Collective Agreement provides an alternative, the Employer shall continue the employee's regular wages, as if they were at work, for all regularly scheduled hours lost because of attending such meetings.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The Employer shall not threaten an unlawful lockout of any employee(s) and there will be no lockouts of employees for the duration of this Agreement or any extension of the same.
- 5.02 The words "strike" and "lockout" as used herein are agreed to have the meanings defined in the present *Ontario Labour Relations Act*, R.S.O. 1980, Chapter 228.
- 5.03 During the term of this Agreement and while negotiations for a further agreement are taking place, the Union shall not permit or encourage and the employees shall not engage in any strike, picketing, slow-down, stoppage of work and the Union shall not otherwise restrict or interfere with the Employer's operation through its members on the Employer's premises.
- 5.04 Should the Employer allege that the Union has engaged in a strike, as defined under the Ontario Labour Relations Act R.S.O. 1993, or should the Union allege that the Employer has engaged in a lockout, as defined under the Ontario Labour Relations Act R.S.O. 1993, either party may take the matter up at Step 3 of the grievance procedure.

ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEE

- 6.01 Issues of mutual concern, not the subject of negotiations, may be submitted to a Labour Management Committee in order to promote efficient and effective labour relations.
- 6.02 The Committee shall be comprised of an equal number of representatives from the Union and the Employer with designated rotating Chairpersons, alternating between Union and Management.
- 6.03 **Minutes of Meetings**
Minutes of each meeting of the Committee shall be prepared and signed by a person from the Union and Management who was in attendance at the meeting. The responsibility for the Minutes shall alternate between the Management and the Union.
- 6.04 The Committee shall meet at least quarterly, unless the General Manager and the Unit Chairperson agree a meeting is not required. Meeting dates will be set as far in advance as practical. Agendas will be exchanged at least seven (7) days in advance of the meeting date.

- 6.05 Any agreement arising out of a labour/management meeting shall be reduced to writing, but is only binding on the parties to this Collective Agreement where it is signed by the Unit Chairperson, the General Manager, a CUPE National representative, and a representative of Corporate Office.

ARTICLE 7 - PROBATIONARY EMPLOYMENT

- 7.01 A newly hired full-time employee shall be on probation for three (3) months from the last date of hiring.
- 7.02 A newly hired part-time employee shall be on probation for 450 hours worked.
- 7.03 The probationary period for either a full time or part time employee may be extended by mutual written agreement.
- 7.04 The purpose of probation is to provide an opportunity for the Employer to determine whether an employee has the ability and suitability as well as the reliability and commitment for regular employment.
- (a) “Ability” refers to the question of whether the probationary employee can meet the Employer’s expectations of performance in the position.
 - (b) “Suitability” is the question of whether the probationary employee can work in the work environment, and with the other employees.
 - (c) “Reliability and commitment” refer to the employee’s general attitude to the residents and the Employer, their willingness to work cooperatively with co-workers and supervisors, and their attendance and availability for work.
 - (d) During the probationary period, there will be regular performance reviews, and any concerns will be provided to the employee in writing.
 - (e) If, at any time during the probationary period, the Employer concludes the probationary employee does not possess the appropriate ability or suitability, the Employer may conclude the individual’s employment.
 - (f) The termination of a probationary employee for just cause shall not be subject to a grievance or arbitration.
- 7.05 All other provisions of the Collective Agreement apply to probationary employees except as specifically excluded under a given Article herein.
- 7.06 An employee who has completed the probationary period of employment gains seniority, as set out in Article 8, based on their employment since their last date of hire.

ARTICLE 8 - SENIORITY AND SERVICE

8.01(a) Seniority, as referred to in this agreement, shall mean:

- i. For a full time employee who has been continuously employed on a full time basis, length of employment since last date of hire.
 - ii. For a full time employee who has been employed in a part time capacity, length of employment based on an adjusted date of hire, adjusted in accordance with the formula in this sub-article.
 - iii. For a part time employee (including casual part time employees with no scheduled hours) seniority shall be based on hours worked since last date of hire, subject to the qualifier that no part time employee can earn more than 1700 hours of seniority in any calendar year, regardless the number of hours the employee may work.
 - iv. For a part time employee who has been employed in a full time capacity, length of employment based on an adjusted number of hours worked, adjusted in accordance with the formula in this sub-article.
- (b) If a part time employee becomes full time, the adjusted date of hire for seniority purposes shall be calculated using the formula of 1700 hours worked equals one year of seniority.

If a full time employee becomes part time, the adjusted number of hours worked for seniority purposes shall be calculated using the formula one year equals 1700 hours worked of seniority.

- (c) An employee with seniority may only be disciplined or discharged for cause.
- (d) Service, as opposed to seniority, is based on length of employment since last date of hire for both full time and part time employees.

8.02 Loss of Seniority

An employee's seniority and all benefits and all seniority rights shall cease and the employee be deemed terminated if an employee:

- (a) Voluntarily quits or retires.
- (b) Is discharged and such discharge is not reversed through the grievance and/or arbitration procedure.
- (c) Is absent for more than three (3) working days without reasonable and acceptable explanation or without notifying the Employer, unless such notification was not reasonably possible.
- (d) Fails to return to work within seven (7) calendar days following notice of recall from lay-off after being notified by registered mail to do so.
- (e) If laid off for a continuous period of more than twenty-four (24) months.

- (f) Is absent due to non work-related illness or disability for a period in excess of twenty-four (24) months, and there is no reasonable prognosis for a return to regular employment.
- (g) Is absent due to work-related illness or disability for a period in excess of twenty-four (24) months, or for such longer period as required by legislation, and there is no reasonable prognosis for a return to the employee's regular employment.
- (h) Utilizes a leave of absence for purposes other than those for which the leave may have been granted.

8.03 The seniority lists will be established and then updated twice a year in January and July. There will be separate seniority lists for full time and part time employees. Copies of the seniority lists will be posted, and a copy will be given to the Union.

An employee may challenge the accuracy of a seniority list, but only if they do so in writing, and within forty-five (45) days of the date the list is posted. The written challenge shall be given to the Employer, and to the Union. If the Employer and the Union agree, the list will be changed. If the list has been posted for forty-five (45) days, without challenge, it shall be considered correct, and all future lists will be based on the previous list, provided it has been considered to be correct. An employee who has been absent from work for a period longer than forty-five (45) days, and if the list is posted during her absence, shall have an opportunity to challenge the posted list within two (2) weeks of the employee's return to work.

The posted seniority list will be used for all purposes of this agreement, save and except for the purposes of job posting, and lay-off. For those two purposes only, the seniority list will be updated to the end of the pay period prior to either the job being posted, or the notice of lay-off being given to the Union.

ARTICLE 9 - JOB POSTINGS, CRITERIA FOR PROMOTION, APPOINTMENT OR SELECTION

- 9.01 (a) The Employer will post regular vacancies, or temporary vacancies anticipated to be of six (6) weeks or more in duration. Temporary vacancies of less than six (6) weeks may be filled by the Employer as it sees fit.
 - (b) Positions filled on a temporary basis continue for up to six (6) months, or for up to one year in the case of pregnancy and parental leaves, or long-term illness. Upon the return of the absent employee, or the expiry of the time period, the employee filling the temporary position shall revert to her former position. If the temporary position still exists, it shall be reposted. Notwithstanding the time limits, if a temporary posting will end within two months of the end of the time limits, the temporary posting may be extended by agreement of the parties.
- 9.02 When a vacancy occurs, the Employer shall post a notice of such vacancy on the bulletin board, unless the Employer determines that it intends to postpone or not fill the vacancy

and shall notify the Local Union President within thirty (30) days of same. The posting will indicate full-time or part-time, the classification and the required shift/shifts and the hourly rate of pay, as well as the required qualifications. The posting will remain open for seven (7) consecutive calendar days.

- 9.03 Applicants will be assessed on the basis of their relevant qualifications, skills and abilities, as well as commitment. Where those factors are relatively equal among the applicants, seniority will be the deciding factor.
- 9.04 (a) The successful applicant shall be placed in the new position for a trial period of up to two hundred and twenty-five hours (225). Such appointment shall be confirmed at the end of the trial period unless the Employer feels that the employee is not suitable for the position and requires she return to her former position, or if the employee involved feels that she is not suitable for the position and returns.
- (b) In the event an employee returns, or is returned, to her former position, the employee will return without any loss of seniority.
- 9.05 Employees who are on vacation may indicate in advance their desire, in writing, to apply for a posting if such a posting should occur during their vacation. It is the employee's responsibility to ensure that the Employer receives such notification. In such a case, the Employer shall fill the vacancy temporarily from within the bargaining unit.
- 9.06 Until the vacancy is filled via the above manner, the Employer may fill the position as it deems appropriate.
- 9.07 (a) An employee may accept a temporary position, with the Employer, but outside the bargaining unit. When the position ends, the employee may return to their former position within the bargaining unit, without loss of seniority or other benefits.

An employee in such a temporary position continues to pay Union dues.

An employee in such temporary position however is not subject to any other provision of the Collective Agreement, except as provided in this sub-article.

An employee in a temporary position may only recommend hires.

An employee in a temporary position has the authority to supervise and direct members of the bargaining unit, and has the obligation to report issues, including misconduct, to the management, but has no authority to discipline or discharge a member of the bargaining unit.

- (b) An employee who accepts a regular position, with the Employer, but outside the bargaining unit, may return to the bargaining unit within the first sixty (60) consecutive calendar days following the original appointment. After that period of

time, seniority would be suspended, as of the day the employee first left the bargaining unit. The employee would retain seniority, but such seniority could not be used to bid for a position within the bargaining unit while the employee remained outside the bargaining unit.

- (c) Once the sixty (60) days set out in part (b) has ended, and the individual's seniority has been suspended, the individual can only return to the bargaining unit if a position is available, and if it has been posted, but not filled from within the bargaining unit.

ARTICLE 10 - LAY-OFFS AND RECALLS

- 10.01 A lay-off shall be defined in accordance with the Employment Standards Act. No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- 10.02 In the event of a proposed lay-off of a permanent or long-term nature, or the elimination of a position held by a member of the bargaining unit as a regular posting, the Employer shall give all affected employees at least eight (8) weeks' notice or, at the Employer's discretion, pay in lieu of notice. Copies of the notices given to the individual employees will be given to the Union. Once the notice has been given, the Union will meet promptly with the Employer, and will work co-operatively with the Employer to effect the lay-off.
- 10.03 Employees shall be laid-off in the reverse order of their seniority, within their classification, providing that there remain on the job employees who have the ability and qualifications to perform the work.
- 10.04 An employee who is subject to lay-off shall have the right to either:
 - (a) Accept the lay-off, or
 - (b) Displace another employee who has lesser bargaining unit seniority in the bargaining unit, providing she has the ability and qualifications to meet the requirements of the job, without training other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with this Article.
 - (c) An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of lay-off.
 - (d) At the time of any lay-off, up to date seniority lists will be provided. If it is necessary to compare the seniority of a full time employee to a part time employee, the formula of one year of full time seniority (either based on original date of hire, or

adjusted date of hire) will be used.

- (e) Full time employees may displace other full time employees, or part time employees, but part time employees may only displace other part time employees.

10.05 **Recall**

The posting procedures set out in this Collective Agreement must be completed before any recall occurs.

- (a) An employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, provided he or she has the ability and qualifications to perform the work.
- (b) No new employee shall be hired until all those laid off have been given an opportunity for recall in accordance with part (a).
- (c) The Employer shall notify the employee of a recall opportunity by registered mail, sent 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 shall report for work. The employee is solely responsible for his or her address being on record with the Employer.

10.06 Laid off employees shall retain seniority, service and recall rights for twenty four (24) months.

ARTICLE 11 - HOURS OF WORK AND CALL-IN

The following is intended to define the normal hours of work for employees, but shall not be interpreted as a guarantee of hours of work per day or days of work per week.

Clarity Note: The shift commencing at 11:00 p.m. is currently paid as an eight (8) hour shift while there are only two employees on duty. When this increases to three (3), the shift will revert to 7 ½ hours paid.

11.01 A full time employee will be scheduled for more than 45 hours bi-weekly.

11.02 A part time employee with a regular schedule will generally be scheduled for up to 45 hours bi-weekly. A part time employee without a regular schedule will generally have no scheduled shifts, although in the absence of other employees, the individual may be scheduled.

11.03 There shall be no split shifts.

11.04 This sub-article is subject to a previously established practice of shifts of short duration in

the dining area. That practice, for both scheduled and call-in shifts, continues, notwithstanding the balance of this article.

No shift of less than three (3) hours will be scheduled. No employee will be called in for a shift of less than three (3) hours duration.

- 11.05 Employees who work a shift of more than five (5) hours' duration are entitled to one half-hour unpaid meal break.

Employees on an unpaid meal break may leave the workplace during the break. If at any time the Employer directs them not to do so, the Employee will be paid for the meal break.

- 11.06 An employee who works a shift of at least 3-3/4 hours duration is entitled to a fifteen (15) minute paid break during the course of that shift.

- 11.07 An employee who works a shift of seven (7) hours duration or more is entitled to two (2) paid breaks, each of fifteen (15) minutes duration.

- 11.08 Employees shall not be scheduled to work more than five (5) consecutive days but by mutual agreement with the employee they may be scheduled for six (6) consecutive days.

- 11.09 The Employer will arrange schedules so as to provide full time employees at least every second weekend off. The Employer will endeavour to arrange schedules so as to provide part time employees with at least every second weekend off, but it is specifically understood that in the absence of other employees, part time employees may be scheduled to work two of any three consecutive weekends. Employees who wish to work additional weekends may give the Employer written notice, with a copy to the Union, in which case the provisions of this sub-article do not apply.

- 11.10 A work schedule of four (4) weeks' duration, will be posted on the bulletin board two (2) weeks prior to its becoming effective.

If, when a work schedule is posted, shifts remain available, they would be filled by call-in.

- 11.11 Requests for special consideration and scheduling must be submitted to the supervisor at least twenty-one (21) calendar days in advance if more than two (2) days are being requested, and eighteen (18) calendar days in advance if two (2) days or less are being requested, before the schedule becomes effective, in order to be assured consideration. Requests will not be considered once the schedule is posted.

- 11.12 Once posted, a schedule will not be changed except in the following circumstances:

- i. by mutual agreement, or
- ii. by the Employer giving the employee at least 7 days' notice, or
- iii. to accommodate the return to work of another employee.

- 11.13 Employees can exchange shifts with other qualified employees subject to the following criteria:
- i. Requests must be submitted and approved three (3) days in advance, unless there are extenuating circumstances and three (3) days' notice is not possible.
 - ii. Only one (1) request will be approved per pay period, unless there are extenuating circumstances.
 - iii. The shift exchange must occur within the same schedule, unless otherwise authorized.
- 11.14 If an employee gives their supervisor at least seven (7) consecutive calendar days' notice they are not available to work the scheduled shift, the employee can "give back" the scheduled shift, subject to these criteria:
- i. Only individual scheduled shifts may be given back; consecutive shifts cannot.
 - ii. Such shifts cannot be taken in conjunction with, or consecutive to, vacation, holidays, float, or lieu days.
 - iii. No more than one shift may be given back in a four-week period.

Only six (6) scheduled shifts may be "given back" in a calendar year.

- 11.15 When a conversion from Standard Time to Daylight Saving Time occurs, or vice versa, employees working the shift during which the conversion occurs will be paid for all hours actually worked, at the applicable straight time rate or paid the overtime rate for hours worked in excess of the regular eight (8) hour shift.

11.16 (a) **Call-In**

A call-in is defined as any shift that becomes available after the schedule is posted. The Employer shall maintain a call-in list. All employees regularly scheduled less than 75 hours bi-weekly will be included on the list unless the employee provides a reason, satisfactory to the Employer, to be removed from the list. Call-ins, not incurring overtime, are offered by rotational seniority within the classification first. Call-ins will be by shift, not by number of hours. Each call in will be indicated in the call-in book as "accepted", "no answer" or "refused".

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees, including qualified employees from outside classifications who are available, would be eligible for overtime pay. Overtime shall first be offered to all employees within the classification by rotational seniority. If overtime hours are still required, the Employer may offer the shift to any employee outside the classification who is qualified to do the work.

Casual employees will be expected to be available to accept three (3) call in opportunities in a six (6) week period.

If a number of shifts are available, the employee must be offered their choice of those shifts, but may only choose one shift unless and until all other eligible employees have also been given the opportunity.

Part-time staff have regularly scheduled shifts and their first commitment is to those shifts.

In the event a staff member feels that they have been bypassed for a call in, they may request to review the call-in book either with their supervisor or may request an in house Union executive to review the book on their behalf.

(b) **Breaches to the Call-in Procedure**

When a call-in opportunity is missed inadvertently, the following shall occur:

- i. the employee shall be offered an alternative work opportunity of equivalent duration;
- ii. the employee shall be offered alternative work as an extra person above the normal complement within their classification;
- iii. the work opportunity shall be scheduled within forty (40) days of the occurrence, at a mutually agreed upon date;
- iv. the work opportunity shall not take away a call-in or pre-scheduled shift from any other person.

If the employee does not accept the opportunity, then they shall have no further claim.

11.17 An employee who reports to work as scheduled, and is advised there is no work available, shall be given, at the Employer's option, three (3) hours' work, or three (3) hours' pay at her applicable hourly rate.

11.18 Overtime, at a rate of one and one half (1-1/2) times the employee's regular hourly rate, shall be paid when the employee works more than seven and one half (7-1/2) hours in a day (8 hours where paid on an 8 hour paid basis) or seventy-five (75) hours (80 hours where paid on an 8 hour paid basis) bi-weekly.

The Employer shall not lay-off an employee for the sole purpose of avoiding the payment of overtime.

Hours worked as a result of an approved change of shifts between employees shall not be included in the calculation of overtime.

With the agreement of the employee and the Employer, overtime may be taken as equivalent time off. Such requests are subject to operational needs. If the time off is not taken within 60 days of being earned, it is automatically paid out.

ARTICLE 12 – WAGES AND PREMIUMS

- 12.01 Wages are set out in the attached Schedule “A”.
- 12.02 Employees progress through the wage grid based on the hours worked in a given classification.
- 12.03 If an individual is promoted from a lower rated job to a higher rated job, the individual will be placed on the next step on the wage grid in the higher rated job that provides the individual a salary increase. The individual will be presumed to have worked the hours necessary to reach that step on the grid.
- 12.04 If an individual moves to a lower rated job, the individual will be given credit for the hours worked in the previous classification for the purpose of determining placement on the wage grid.
- 12.05 Wages are paid by direct deposit to the financial institution of the employee’s choice.
- 12.06 A pay period starts with the shift commencing at or about 11:00 p.m. on Monday, and ends two weeks later with the end of the shift ending at or about 11:00 p.m. on that Monday.
- 12.07 If an employee, while continuing to work in their own classification, is required by the Employer to perform work normally performed by an absent supervisor, and that requirement extends over at least half the employee’s shift, the employee will be paid a premium of \$7.50 for that shift. It is understood the employee must be specifically directed to perform the work.

12.08 Shift Premium

Those employees who work between the hours of 11:00 p.m. and 7:00 a.m. will be paid a shift premium of \$0.25 per hour worked.

- 12.09 The Employer will pay a weekend premium of \$0.20 per hour worked from 11:00 p.m. on a Friday to 11:00 p.m. on a Sunday.

Effective as of the first day of the first full pay period following April 10, 2018, increase weekend premium by five cents (\$0.05) per hour worked.

Effective October 27th, 2021, increase weekend premium by ten cents (\$0.10) per hour worked.

12.10 All employees attending mandatory in-services shall be paid for the total time spent at the in-service at their regular hourly rate for each session attended outside of regular working hours.

ARTICLE 13 - BENEFITS AND PENSION

13.01 (a) Employees who:

- i. have completed the probationary period of employment, and
- ii. work at least 15 hours per week, and
- iii. enrolled as soon as they are eligible

are eligible to participate in certain premium based plans.

Effective July 1, 2012, employees must work at least 22.75 hours per week to be eligible to participate in certain premium based plans.

(b) The benefit plans are:

- i. life insurance - \$25,000, with AD & D
- ii. extended health care with a drug card *
- iii. dental benefit, with cost sharing
- iv. A vision care plan providing a benefit of \$225/24 months; coverage of up to \$75.00 for one eye exam every 24 months.

- v. Effective April 1, 2018, coverage for Physio and Chiropractic care to a maximum of \$300 per year per specialty prescribed by the employee's physician.

- vi. Effective January 1, 2022, coverage introduced for Massage Therapy to a maximum of \$400 per year

*Coverage for prescribed drugs covered by the Plan will be based on the cost of the most economic interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

(c) The Employer will pay the following portion of the premiums for these plans.

	<u>Full Time</u>	<u>Part Time</u>
Life Insurance	100%	100%
Extended Health Care	90%	60%
Dental	75%	50%

Effective April 1, 2019 – ODA schedule - 1 year lag

Employees who participate will pay the balance of the premium through payroll deduction.

- (d) If an employee is absent from work for thirty (30) days or more, then except for pregnancy or parental leave, or in the case of compensable injury, the employee must pay the total premium if they wish to continue to participate in the benefit.
- (e) If an employee's employment concludes and the employee owes any monies to the Employer, those monies represent an offset against any monies the Employer owes the employee.

Part-time Employees

Effective July 1, 2012, the following changes will apply with respect to part-time employees:

- (a) Employees who have completed their probationary period shall be paid 9.5% in lieu of benefits, sick leave and holidays.
- (b) Part-time employees continue to be eligible to participate in the pension benefit.
- (c) Effective July 1, 2012, the only provision in respect of holidays that will continue to apply to part-time employees is Article 14.02.

Benefit Booklet

All employees shall be provided with an electronic up to date copy of the benefit booklet (or an employer printed copy on request).

13.02 **Retirement Benefit**

Nursing Homes and Related Industries Pension Plan

Effective March 16, 2010, the existing registered pension plan is to be replaced with the Nursing Homes and Related Industries Pension Plan. The Employer's contribution rate is set at 2.5%. At the end of term, April 1st, 2023, the contribution rate to increase to 3%. The following Nursing Homes and Related Industries Pension Plan language applies.

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

.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a Multi-Employer Plan.

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

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked, and
- (iii) vacation pay

All other payments, premiums, allowances etc. are excluded.

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

- .02 Each eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to 2.5% of applicable wages to the Plan. The Employer shall match such contributions, the amount being 2.5% of applicable wages.

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

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

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

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

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at a reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the plan to obtain such information from the Employers' files. Such information shall be provided only on enrolment of an employee or with the monthly remittances.

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

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

(i) **To be Provided Once Only at Plan commencement**

Date of Hire
Date of Birth
Date of First Remittance
Seniority List (for purposes of calculations past service credit)

(ii) **To Be Provided with each Remittance**

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings

(iii) **To Be Provided Once, and if Status Changes**

Address as provided to the Home
Termination date when applicable

(iv) **To Be Provided Once if they are Readily Available**

Gender
Marital Status

ARTICLE 14 - PAID HOLIDAYS

14.01 The following are recognized as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day

Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day*	

*Canada Day is to be observed on July 1st.

- 14.02 An employee who works on a holiday is entitled to be paid time and one half their regular rate of pay for all hours worked. It is agreed that where the majority of the hours on the employee's shift occur on the day of the holiday, then all of the hours of the shift will be paid at this premium rate, and where the majority of the hours worked on the shift occur on another day, even if some part of the shift is worked on the holiday, all of the hours will be paid at regular rates.
- 14.03 An employee is eligible for holiday pay if he/she worked all of the hours regularly scheduled on the day before and the day following the holiday, unless unable to do so with a reasonable excuse acceptable to the Employer.
- 14.04 Holiday pay is equal to the total amount of regular wages, vacation pay and pay for time not worked paid to the employee in the two pay periods before the pay-period in which the holiday occurred, divided by 20.
- 14.05 (a) Employees are also entitled to float holidays.
- (b) An employee earns a seven and one half (7-1/2) hour float holiday for working 600 hours.
- (c) Float holidays may be taken at any mutually agreeable time, provided an employee who has accumulated three or more float holidays may be required by the Employer to use some or all of those holidays.
- 14.06 All employees shall be entitled to either three (3) consecutive days off at Christmas which will include December 24, 25 and 26, or three (3) consecutive days off at New Year's which will include December 31, January 1, and January 2. It is agreed that if they receive three (3) consecutive days off at Christmas in one (1) year, they shall receive three (3) days off at New Year's in the next year and vice versa. Staff will be permitted to do shift exchanges in accordance with Article 11.12. In order to accommodate consecutive days off at Christmas or New Year's the regular scheduling practices will be suspended from December 15 to January 12. Further, by mutual consent, an employee (full-time or part-time) may work both Christmas Day and New Year's Day and shall notify the Employer in writing prior to November 10. The Christmas schedule shall be posted by November 15.

The Employer and the Local Union shall meet two (2) weeks prior to the Christmas schedule being posted.

ARTICLE 15 - VACATION

- 15.01 Part-time employees shall receive their total vacation pay earned during the previous vacation entitlement year on July 1 of each year. Part-time employees will take a minimum of two weeks' vacation each year.
- 15.02 Vacation is calculated based on the total hours paid as of the anniversary of the employee's date of hire. The following chart applies:

Total Hours Paid	Time Off	Vacation Pay
Less than 7200 hours paid	2 weeks	4%
7200 hours paid, but less than 14,400	3 weeks	6%
14,400 hours paid, but less than 27,000	4 weeks	8%
27,000 hours paid and over	5 weeks	10%

- 15.03 Total hours paid includes all hours paid, and any hours considered paid by legislation.
- 15.04 Vacation pay is a percentage of earnings in the previous 12 months. Earnings are all wages paid the employee, except for the previous year's vacation pay.

Vacation pay will be paid proportional to the amount of vacation taken. The formula will be vacation pay divided by weeks of vacation equals vacation pay per week of vacation taken.

- 15.05 The Employer will post a summer vacation schedule by April 15. This schedule will address vacation during the period June, July, August and September. Employees may submit written requests for specific weeks off. Full time employees will be approved for up to 3 consecutive weeks of vacation during the period June 15 to September 10. All requests received by May 1 will be considered, and where requests within a given department or classification conflict, employees with the greatest seniority will be given first consideration. The final vacation schedule will be posted by May 15th. For the period of June to September, the Employer will post a four (4) week schedule, two (2) weeks in advance.

Any requests for vacation time outside this period is on a "first received, first considered" basis.

- 15.06 Full time employees may use one (1) week of vacation in units of days. Employees with four (4) weeks or more of vacation shall be permitted to use two (2) weeks in units of days provided that no more than fifty (50%) may be taken on weekends. These days may be taken as single or multiple days. The number of individual days off that would make up a week of vacation shall be based on the employee's normal and customary schedule of work.

Requests for time off, based on the summer vacation schedule system set out in the previous sub-article take precedent over requests for individual days off, but in any other

circumstances, requests for days off, or weeks off, are on a “first received, first considered” basis.

ARTICLE 16 - PAID LEAVE

16.01 Employees are provided a system of paid leave. This system is provided as an alternative to paid sick leave.

Full-time Employees

Effective July 1, 2012 the paid leave system is to be replaced with a sick leave bank, and all monies in the current bank will be paid out.

Sick leave is for the sole purpose of providing income protection in the event of an employee’s legitimate illness or non-compensable injury.

(a) **Amount of Paid Sick Leave**

Sick leave shall be earned at the rate of 7.5 hours for every 162.5 hours paid to a maximum of twelve (12) days.

(b) **Accumulation of Sick Leave**

The unused portion of an employee’s sick leave shall accrue for their future benefit.

(c) **Deductions from Sick**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

(d) **Exhaustion of Sick Leave Credits**

No employee shall have their services terminated by virtue of having exhausted their sick leave credits.

(e) **Employees on Probation**

While an employee is on probation, they will not receive sick leave payments. However, on completion of probation, the employee will be credited with one day of sick leave per month of employment back dated to the date of hire.

(f) **Sick Leave Records**

Immediately after the close of each calendar year, the employer shall advise each employee, in writing, of the amount of sick leave accrued to their credit.

ARTICLE 17 - LEAVE OF ABSENCE

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

(a) i) An employee who is pregnant shall be entitled, upon application, to

pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken as parental leave.

- (b) An employee who begins pregnancy leave as provided under these terms and conditions of employment, and who has completed ten (10) months of continuous service and who has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings to a maximum of 17%. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered period.

- (c) An employee who does not apply for leave of absence under part (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with part (a) (i) upon providing the Employer, before the expiry of four (4) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of

her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- (d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former regular position continues, the employee will be returned to her former job, and former shift if her shift was designated.

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

- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of part (d).
- (f) Seniority and service for the purposes set out under this Collective Agreement shall accumulate during the leave.
- (g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing, that she intends to take parental leave.
- (h) **Parental Leave/Adoption Leave**
 - i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
 - ii) A 'parent' includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
 - iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and

shall, in all cases, be completed within eighty-seven (87) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

- iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.
- v) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
- vi) For the purposes of parental leave the provisions under part (a), (d), (e), (f), (g) and shall also apply.
- iv) For employees who have not taken pregnancy leave, but who take parental leave, the maximum duration is extended by two weeks, with the appropriate adjustments to the balance of the article.

17.02 **Voluntary Leave of Absence**

- (a) Employees who have completed the probationary period and who have been employed for at least six months may request a voluntary leave of absence from their employment.
- (b) Requests must be in writing. The request must indicate the reason for the request, the date on which the leave would begin, and the date on which it would end.
- (c) It is expected requests will be submitted at least 30 days before the leave would begin, but requests of an emergency nature will still be considered if there is less notice.
- (d) Requests will be considered based on the reason for the request, the availability of other staff, and the efficient operation of the facility.
- (e) The Employer will consider every request, but reserves the right to deny a request.
- (f) The Employer will normally deny a request if the employee has vacation available, and such vacation could be reasonably scheduled.
- (g) An employee on a voluntary leave of absence is not eligible to any benefits except as noted.

The employee may continue to participate in the premium based benefits, but must pay all of the premiums. The right to participate is subject to the carrier's requirements, and would normally be restricted to leaves of 89 days or less duration.

17.03 **Jury and Witness Duty**

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

- (a) notifies the facility immediately on the employee's notification that she will be required to attend;
- (b) presents proof of service requiring the employee's attendance;
- (c) pays to White Cliffe Terrace the full amount of compensation received; excluding mileage, travelling and meal allowance, and an official receipt thereof; and
- (d) in consultation with her supervisor, or designated manager, attends work whenever it would be practical to do so.

17.04 **Bereavement Leave**

Where an employee is bereaved by the death of a relative, the employee is entitled to time off as follows.

A relative, in this context includes a blood relative, or a relative by marriage, including a common law relationship as herein defined, or a same sex spousal relationship, as herein defined.

A common law relationship, or a same sex spousal relationship, means a relationship meets the following criteria:

- i. there is common co-habitation
- ii. the relationship is represented as a marital relationship in the community
- iii. the relationship has been established for at least one year

The Employer will not unreasonably deny requests for additional time off.

The amount of the time off may be reduced at the discretion of the employee.

Separate from the time off is pay for scheduled shifts occurring during the time off. Such scheduled shifts are only paid in accordance with the specific provisions of this letter.

- (a) Periods of time off are calculated with a presumption the day of death is the first day off.
- (b) In the event of the death of the employee's spouse or child, the employee is entitled to seven (7) consecutive calendar days off.

The employee will be paid for scheduled shifts occurring during the seven (7) days, to a maximum of four (4) days of pay.

- (c) In the event of the death of the employee's parent, sibling, or grandchild, the employee is entitled to five (5) consecutive calendar days off.

The employee will be paid for scheduled shifts occurring during the five (5) days, to a maximum of three (3) days of pay.

- (d) In the event of the death of the employee's parent-in-law or sibling-in-law, the employee is entitled to four (4) consecutive calendar days off.

The employee will be paid for scheduled shifts occurring during the four (4) days, to a maximum of two (2) days of pay.

- (e) In the event of the death of a relative not previously listed, the employee is entitled to two (2) consecutive calendar days off.

The employee will be paid for scheduled shifts occurring during the two (2) days, to a maximum of one (1) day of pay.

- (f) If the funeral, or memorial service, or other ceremony occurs outside the specified time frames, the employee shall be entitled to additional unpaid time off, upon request, for the purpose of attending such ceremony.

- (g) A compassionate leave may be granted when the death of a relative, as listed in sections (c) through (e) of this Article, is imminent, and time off is required. Payment for scheduled shifts lost will be accordance with the entitlement that would arise in the event of bereavement, and the bereavement entitlement for paid shifts would be reduced accordingly, but the entitlement to unpaid leave would not be reduced.

- (h) Requests for bereavement or compassionate leave are given every consideration by the Employer, and presume honest representation. Accordingly, a misrepresentation will be considered cause for significant discipline, including discharge.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

18.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted

as quickly as possible and it is understood that an employee has no grievance until they have given their supervisor an opportunity to adjust the complaint. No grievance shall be considered where the event giving rise to it occurred or originated more than fourteen (14) consecutive calendar days before the filing of the grievance.

18.03 **Step 1**

An employee with a complaint shall attempt to resolve such complaint in a meeting with her immediate supervisor within fourteen (14) consecutive calendar days of the occurrence giving rise to the complaint.

If a satisfactory solution is not reached within seven (7) consecutive calendar days of the aforementioned meeting, the employee involved may submit the grievance to the steward.

Step 2

The steward may then submit the written grievance to the Supervisor who shall meet with the steward and the employee within seven (7) consecutive calendar days of the receipt of the grievance. Such grievance shall state the provisions which are alleged to have been violated, the remedies sought, and shall provide a space for the resolution of the grievance. Within seven (7) consecutive calendar days of the aforesaid meeting the Supervisor shall render a decision in writing.

Step 3

Failing satisfactory settlement being reached in Step 2, the grievance may be referred to the Administrator within seven (7) consecutive calendar days of receipt of the written response from the Supervisor. A meeting will be scheduled within fourteen (14) consecutive calendar days between the parties.

The Union and the Employer may have such representation as they wish. Up to two (2) Stewards may attend.

The written reply will be provided within seven (7) consecutive calendar days of the meeting.

18.04 **Policy Grievance/Group Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

(a) **Policy Grievance**

A policy grievance is defined as an alleged violation of this Agreement, concerning members of the bargaining unit, in regard to which an individual employee could not grieve. It shall be in writing and may be lodged by the Unit Chair or designate with the Administrator at Step 3 of the grievance procedure at any time within fourteen (14) consecutive calendar days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactory settled at Step 3, it may

thereafter be processed to arbitration as provided for in this Article.

A grievance instituted by management shall be in writing and may be referred to the Unit Chair or his designate within fourteen (14) consecutive calendar days of the occurrence of the circumstances giving rise to the grievance. It would then be discussed at Step 3 of the grievance procedure.

(b) **Group Grievance**

The Union and its representatives shall have the right to originate a grievance on behalf of a group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

18.05 When a formal written grievance is lodged, a written reply shall be directed in accordance with this Article.

18.06 Grievance meetings will be held at the workplace.

18.07 The time limits specified in the Grievance and/or Arbitration Procedure may be altered upon mutual agreement of the parties to this Collective Agreement.

ARBITRATION

18.08 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined above and which has not been settled, may be referred to an Arbitrator at the written request of either of the parties hereto.

Alternatively, and by written agreement, the Employer and the Union may choose to have any dispute resolved by independent mediation.

18.09 **Costs of the Board**

Each party shall pay:

(1) One-half (1/2) of the fees and expenses of the Arbitrator;

(2) The costs of its witnesses.

18.10 The decision of Arbitrator shall be binding on both parties and the employees. Should the Employer and the Union come to an agreement prior to the release of the decision of the Arbitrator, it shall be final and binding.

18.11 The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to modify penalties.

18.12 **Witnesses**

At any stage of the grievance or Arbitration Procedure, the parties shall have the assistance of the employee, or employees involved and any necessary witnesses.

DISCHARGE AND SUSPENSION

18.13 **May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

18.14 **Employee Records**

An employee, in the presence of her supervisor, shall have access to review his/her personnel record. Such access shall be granted as soon as practicable but no later than five (5) days after the request was made.

The employee may only review certain information, and that information includes the following:

- i. commendations,
- ii. appraisals,
- iii. assessments,
- iv. directions,
- v. counselings,
- vi. cautions or disciplinary notations.

No disciplinary record shall form the basis for discipline beyond eighteen (18) months after the occurrence giving rise to this discipline. Despite the preceding, where resident abuse has been alleged and not grieved, or if grieved not reversed, the discipline will remain on file indefinitely.

ARTICLE 19 - MISCELLANEOUS

(a) **Dress Code**

The Employer has the right to set standards for employee attire.

The Employer will credit each employee with ten cents (10¢) for each hour worked. That credit will accumulate. The credit has no value if the employee leaves the Employer's employ. On an annual basis, the total accumulated credit will be paid to the employee. The credit is not earnings for any purposes under this Collective Agreement.

(b) **Availability for Employment**

All employees are expected to be available for scheduled work.

Part time employees are also expected to be available for call-ins.

(c) **Alcoholism and Drug Addiction**

Should an employee become addicted to alcohol or drugs, the Employer agrees to cooperate with that employee and the Union to obtain treatment and rehabilitation for the employee.

To that end, the Employer will grant a leave of absence of up to ninety (90) days' duration, and such leave shall be considered a leave arising out of a disability.

All parties agree to maintain in confidence the circumstances surrounding such leave.

It is recognized that the employee must be committed to participation in such a program, and if the employee fails to participate, then any problems with employment, which problems arise from the addiction, will be dealt with as a disciplinary matter.

(d) **Union Bulletin Board**

The Employer agrees to provide a bulletin board for the Union to use for the purpose of posting information concerning union business. It is further agreed that copies of such notices shall be given to the Employer prior to posting for information and review.

(e) **Occupational Health & Safety Committee**

The parties will maintain an Occupational Health & Safety Committee in accordance with their responsibilities under the Occupational Health & Safety Act.

It is specifically noted that a member of a committee is entitled to one hour, or such longer period of time as the committee determines is necessary to prepare for each committee meeting, and such time as is necessary to attend meetings of the committee, and such time as is necessary to carry out the members' duties under the relevant provisions of the legislation. A member is entitled to be paid for those times at their regular or premium rate as may be proper.

The Employer will pay the cost of training Committee members in accordance with the requirements of the legislation.

(f) **Full Time Employment Security**

A full time employee will not be laid off simply because the Employer has chosen to have the full time employee's work performed by two or more part time employees.

(g) **Meal Allowance**

If an employee works a shift of seven (7) or more hours' duration, and then continues to work for more than two (2) hours beyond the end of the shift, then the Employer will supply the employee a meal, presuming such is reasonably available, or in the alternative, pay the employee a meal allowance of \$6.00.

(h) The Employer shall provide employees with a swipe card and a name tag at the start of their employment at no cost to the employees.

Should name tags or swipe cards become damaged over time due to normal wear and tear, then the Employer shall replace the name tag and swipe card at no cost to the employee.

- (i) The Employer will endeavour to provide each employee with a detailed breakdown annually of the following information:
- current vacation bank
 - vacation paid year to date
 - vacation carry over bank
 - banked sick time
 - float day hours accrued to date
 - benefits paid year to date
 - stat hours paid to date

ARTICLE 20 - TERM OF AGREEMENT

- 20.01 This Agreement shall continue in effect until April 9, 2023, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 20.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days following such notification.
- If, pursuant to such negotiations, an agreement on the renewal of amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically extend until consummation of a new Agreement or completion of the proceeding prescribed under the Labour Relations Act, 1995, of the Province of Ontario and the Hospital Labour Disputes Arbitration Act, 1980, as amended, whichever should first occur.
- 20.03 Any retroactive payment of wages arising from the negotiations of the renewal agreement shall be made within 45 days of the date the Union advises the Employer any Memorandum of Settlement has been ratified, or alternatively, the date of the release of any award. Payments for former employees shall be forwarded to their last address on record with the Employer. An itemized statement of the calculation of any retroactive payment will be provided at the time the payment is made.

Agreed to on this 22nd day of December , 2021.

**WHITE CLIFFE TERRACE
RETIREMENT RESIDENCE**

Carole Ann Lusk
[Signature]

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2225-14**

[Signature]

SCHEDULE "A" Classification and Hourly Rates

SCHEDULE "A" Classification and Hourly Rates						
Classification		Date	Start	Post Probation Hours	1800 Hours	3600 Hours
Registered Practical Nurse		<i>Expired</i>	\$20.70	\$21.04	\$21.41	\$22.13
	2.00%	April 10, 2020	\$21.11	\$21.46	\$21.84	\$22.57
	2.00%	April 10, 2021	\$21.54	\$21.89	\$22.27	\$23.02
	Special Wage Adjustment - \$0.10	October 27, 2021	\$21.64	\$21.99	\$22.37	\$23.12
	2.00%	April 10, 2022	\$22.07	\$22.43	\$22.82	\$23.59
Attendant and Recreation		<i>Expired</i>	\$15.70	\$16.41	\$16.76	17.84
	2.00%	April 10, 2020	\$16.01	\$16.74	\$17.10	\$18.20
	2.00%	April 10, 2021	\$16.33	\$17.07	\$17.44	\$18.56
	2.00%	April 10, 2022	\$16.66	\$17.41	\$17.79	\$18.93
Housekeeping, Dietary Aide, Maintenance Aide		<i>Expired</i>	\$14.98	\$15.70	\$16.05	\$17.14
	2.00%	April 10, 2020	\$15.28	\$16.01	\$16.37	\$17.48
	2.00%	April 10, 2021	\$15.59	\$16.33	\$16.70	\$17.83
	2.00%	April 10, 2022	\$15.90	\$16.66	\$17.03	\$18.19
Cook I (Certified)		<i>Expired</i>	\$17.84	\$18.55	\$18.92	\$19.98
	2.00%	April 10, 2020	\$18.20	\$18.92	\$19.30	\$20.38
	2.00%	April 10, 2021	\$18.56	\$19.30	\$19.68	\$20.79
	2.00%	April 10, 2022	\$18.93	\$19.69	\$20.08	\$21.20
Maintenance, Cook (uncertified), Breakfast Cook (Uncertified)		<i>Expired</i>	\$16.41	\$17.14	\$17.48	\$17.84
	2.00%	April 10, 2020	\$16.74	\$17.48	\$17.83	\$18.20
	2.00%	April 10, 2021	\$17.07	\$17.83	\$18.19	\$18.56
	2.00%	April 10, 2022	\$17.41	\$18.19	\$18.55	\$18.93
Receptionist		<i>Expired</i>	\$15.70	\$16.41	\$16.76	\$17.84
	2.00%	April 10, 2020	\$16.01	\$16.74	\$17.10	\$18.20
	2.00%	April 10, 2021	\$16.33	\$17.07	\$17.44	\$18.56
	2.00%	April 10, 2022	\$16.66	\$17.41	\$17.79	\$18.93

Pay for work done in alternate positions that are higher rated jobs will be paid at the rate on the grid that represents an increase to the individual

A dietary aide assigned as the breakfast cook is paid a premium of \$0.50 per hour worked as the breakfast cook

Progression through the wage grid based on hours worked.

An employee assigned as the UCP is paid a premium of \$1.00 per hour worked as the UCP on the attendant and recreation wage rate.

SIGNING PAGE FOR LETTERS OF AGREEMENTS


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Re: Private Duty Attendants39
Re: Benefits During Temporary Employment.....40
Re: Replacement Staff41
Re: Return to Work Program.....42


Agreed this 22nd day of December, 2021.

WHITE CLIFFE TERRACE
RETIREMENT RESIDENCE

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2225-14



Gene Au-Lavoy



LETTER OF UNDERSTANDING

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2225-14**

And

WHITE CLIFFE TERRACE RETIREMENT RESIDENCE

Re: Private Duty Attendants


From time to time, suitably qualified employees of White Cliffe Terrace may undertake private duty assignments with residents. These services are provided outside of the employees' regular hours of work.

Such arrangements with employees are not in conflict with the Collective Agreement and are not subject to the provisions of the Collective Agreement, related to overtime pay, seniority and call-in procedures.


Agreed this 22nd day of December, 2021.

WHITE CLIFFE TERRACE
RETIREMENT RESIDENCE

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2225-14



Claude An-Lavach



LETTER OF UNDERSTANDING

Between

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2225-14

And

WHITE CLIFFE TERRACE RETIREMENT RESIDENCE

Re: Benefits During Temporary Employment

For the life of this Collective Agreement, the parties agree as follows:


When temporary vacancies occur in full-time positions and are expected to be of over six months in duration, the following applies:


A part-time employee who fills such vacancy will be entitled to have the Employer portion of premiums for benefits plans paid at the level of a full-time employee, for the duration of the temporary assignment.

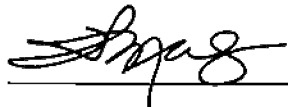
Agreed this 22nd day of December, 2021.

WHITE CLIFFE TERRACE
RETIREMENT RESIDENCE

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2225-14







LETTER OF UNDERSTANDING

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2225-14**

And

WHITE CLIFFE TERRACE RETIREMENT RESIDENCE

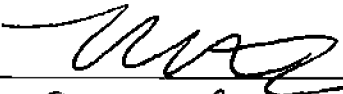
Re: Replacement Staff

From time to time, RPNs are not available to cover shifts. In that event, PSWs, with the requisite qualifications and ability, who are, in the Employer's opinion, suitable to provide the coverage of the shift, will be called in to work. A PSW who is covering an RPN shift will be paid a premium of \$7.50 for each shift worked for the time of assignment.


Agreed this 22nd day of December, 2021.

WHITE CLIFFE TERRACE
RETIREMENT RESIDENCE

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2225-14



Anne Lu



LETTER OF UNDERSTANDING

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2225-14**

And

WHITE CLIFFE TERRACE RETIREMENT RESIDENCE

Re: Return to Work Program

The Employer will maintain a return to work program.

Employees must co-operate with the Employer in this return to work program.


Employees may request they be represented by a Steward, or other representative of the Union, and such requests will be honoured.

Where an individual employee's return to work would require an accommodation, which could potentially conflict with the provisions of this agreement, or which could potentially impact on another member of the bargaining unit, the Employer will involve the Union in any discussions or considerations.

Agreed this 22nd day of December, 2021.

WHITE CLIFFE TERRACE
RETIREMENT RESIDENCE

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2225-14



David Ann. Lavelle

