

COLLECTIVE AGREEMENT

between

RIVERVIEW HEIGHTS LIMITED PARTNERSHIP

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEE
and its LOCAL 5343**



January 1, 2021 to December 31, 2023

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PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to:

- (1) Maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (2) Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (3) Encourage efficiency in operations;
- (4) Promote the morale, well-being, and security of all the employees in the bargaining unit of the Union;
- (5) Act in a fair and reasonable manner;
- (6) Work together, with the employees, to deliver the best possible service to the Employer's residents;

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 – MANAGEMENT RIGHT

1.01 Management Rights

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its workforce, operations and affairs including but not limited to the Employer's right to:

- (a) Maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- (b) Hire, lay-off, direct, promote, demote, transfer, assign, classify, recall, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that they have been disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Determine, in the interest of efficient operation and highest standards of service, the nature and kind of business conducted by the Employer, the classifications, job content, hours of work, schedules of work, work assignments, number of personnel required, methods of doing the work, and the extension, limitation, curtailment or cessation of operations or any part thereof.

The question of whether one of the above rights are modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

1.02 No Discrimination

The Employer and the Union agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* as amended from time to time against any employee by reason of the employee's race, colour, ancestry, creed, place of origin, ethnic origin, citizenship, sex, sexual orientation, gender identity, gender expression, age, family or marital status, disability or record of offences.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

All employees employed by Riverview Heights Limited Partnership in the City of Pembroke, ON, save and except supervisors and those above the rank of supervisor.

2.02 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except:

- (a) in case of emergency;
- (b) when instructing other employees;
- (c) when performing experimental work;
- (d) when bargaining unit employees are not available.

2.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this Collective Agreement.

2.04 No Contracting-Out

The Employer will not contract out any work regularly performed by members of the bargaining unit to a contractor or sub-contractor if such contracting out will result in the lay-off of any members of the bargaining unit.

2.05 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises, as is reasonably necessary upon receiving express permission from the General Manager or designate at least twenty-four (24) hours in advance, in order to deal with any matters arising out of this Collective Agreement, and such permission shall not be unreasonably withheld.

2.06 Definition of Employee

- (a) A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work fifty-six (56) hours or more per two-week pay period, and in respect of whom there is advance scheduling.

- (b) A "part-time" employee shall be deemed to be an employee who is regularly scheduled to work up to fifty-six (56) hours per two-week pay period, and in respect of whom there is advance scheduling.
- (c) A part-time relief employee is an employee who works on a relief or replacement basis. Part-time relief employees shall be scheduled after part-time availability is exhausted.

ARTICLE 3 – NO STRIKE OR LOCKOUT

3.01 In recognition of the provisions of the *Hospital Labour Disputes Arbitration Act*, as amended from time to time, the parties agree that while this Collective Agreement remains in effect, there shall be no strike or lockout. The words "strike" and "lock-out" as used herein are agreed to have the meanings defined for these words in the Ontario *Labour Relations Act*, as amended from time to time.

ARTICLE 4 - HARASSMENT

4.01 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behavior which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

4.02 The Employer and the Union agree that there shall be no discrimination, intimidation, restraint or coercion exercised or practiced with respect to any employee because of the employee's Union membership or non-membership, or against any employee because of the employee's Union activity or lack of activity within the provisions of this Collective Agreement

ARTICLE 5 - UNION SECURITY AND CHECK-OF

5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis from the wages of all bargaining unit employees. Deductions shall be remitted to the National Secretary-Treasurer of the Union no later than the fifteenth (15th) day of each month following the month that such deductions were made. The remittances shall be accompanied by the names, addresses and phone numbers of the employees on whose behalf such remittances have been made.

The Union agrees to indemnify and hold the Employer harmless with respect to all deductions made pursuant to this Article and with respect to any liability or claim made against the Employer by the employee(s) or any other person arising out of deductions made pursuant to this Article.

5.03 New Employees

(a) 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.

(b) Orientation of New Members

The Employer agrees that a Local Union representative will be given an opportunity to meet with all newly-hired employees to the bargaining unit, once during the employee's first weeks of employment, for the purpose of advising such employee of the existence of the Union and of his/her rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and place designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.

5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

5.05 Union Activity

The Union agrees that there will be no union activity or solicitation of membership on the Employer's time or premises except with the written permission of the Employer or as otherwise specifically provided for in this Agreement. Such permission shall not be unreasonably denied.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the General Manager or designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union.

ARTICLE 7 – UNION-MANAGEMENT RELATIONS

7.01 (a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers within one week of being appointed. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

(b) Union Stewards

- i) The Employer acknowledges the right of the Union to appoint or otherwise select employees as Union Stewards.
- ii) The Union will notify the Employer in writing of the name of its Union Stewards and will advise promptly of any change made to the list. The Employer shall not be required to recognize any Union Steward until it has been so notified.
- iii) The Union recognizes that each Union Steward is employed by the Employer, and has regular duties and responsibilities to perform for the Employer which must not be compromised, and that they will not leave their work during working hours to perform their duties as a Union Steward except in accordance with the Collective Agreement.
- iv) No Union Steward shall leave their work to perform their duties as a steward without first obtaining the permission of their immediate supervisor. The Steward shall inform their immediate supervisor of the reason for the request and estimated duration of their absence. Such permission will not be unreasonably withheld. Upon return to duties, the Union Steward will report back to their Supervisor, or the person in charge.
- v) The Union agrees that a Union Steward shall not use such time away from their work except to perform their duties as a Union Steward.

7.02 Bargaining Committee

The Union will advise the Employer in writing of the Union members on the Union's Bargaining Committee.

The Employer agrees to release up to two (2) members of the bargaining unit to serve on the Union's Bargaining Committee, subject to operational requirements. Such members shall be paid their regular straight time hourly rate for regularly scheduled time lost during direct negotiations with the Employer. For clarity, preparation time, and time spent in conciliation and arbitration shall not be paid by the Employer.

The Employer shall pay such released employees their regular wages and benefits, and pay the required payroll taxes, for any shifts the employees were scheduled to work beyond direct negotiations with the Employer, and the Union shall fully reimburse the Employer for all such payments within thirty (30) business days from receipt of the invoice.

7.03 Union-Management Committee

- (a) A Union-Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.
- (b) The Committee shall meet at the request of either party at a time mutually agreed upon between the parties. Union representative(s) attending such meetings shall not lose regular earnings, benefits and/or seniority as a result of such attendance.
- (c) The purpose of such meetings shall be to discuss issues relating to the workplace which affect the parties.

- (d) The Committee shall not supersede the activities of any other Committee of the Union or the Employer, and does not have the power to bind either the Union, its members or the Employer to any decisions or conclusions reached in its discussions.
- (e) Members of the Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.
- (f) A representative each of the Employer and of the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings and preparing notices and agendas.
- (g) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within one (1) week after they are prepared and signed.
- (h) The Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement, nor shall it deal with matters that are properly the subject of a grievance.

7.04 Health and Safety Committee

- a) The parties agree to abide by the *Occupational Health and Safety Act*, as amended from time to time, and its regulations and mutually desire to maintain standards of safety and health in the workplace, in order to prevent accidents, injury and illness.
- b) A joint management and worker Health and Safety Committee shall be constituted, with at least half of the members selected by the Union from among employees of the bargaining unit and the remaining members selected by the Employer from among management. Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend to the Employer actions to be taken to improve conditions related to health and safety.
- c) There shall be two (2) co-chairs to the Committee, one selected by management and one selected by the members representing workers. The Committee shall meet at least every three (3) months or more frequently if otherwise mutually agreed by the co-chairs. The Committee shall maintain minutes of all meetings and make such minutes available for review. The Committee shall inspect at least part of the workplace once per month. At least one worker member of the Committee will participate in the monthly inspections and report their findings at the subsequent Committee meeting. Employees shall be paid their regular straight time hourly rate for all time spent in Committee meetings.
- d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- f) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.

8.02 Settling of Complaints and Grievances

An earnest effort shall be made to settle complaints and grievances fairly and promptly in the following manner:

Complaint Stage

It is understood that an employee has no grievance until they have first discussed the matter with their Department Manager or designate within seven (7) working days after the circumstances giving rise to the complaint occurred or ought reasonably to have come to the attention of the employee. The Department Manager or designate will provide a written response within seven (7) working days from the date the employee discussed the matter with their Department Manager or designate.

Step 1

If the matter cannot be resolved at the Complaint Stage, then the employee shall file a grievance in writing with their Department Manager or designate, and such grievance shall be filed within seven (7) working days from the date the Employer delivered the written response to the complaint or, if a decision was not rendered, the date upon which the response was due, whichever first occurs. The grievance outlines the nature of the dispute, the relevant provisions of the Collective Agreement alleged to have been breached and the remedy sought. Whenever possible, the grievance shall be signed by the employee and the Union representative.

The Department Manager or designate shall meet with the grievor and the Union representative within seven (7) working days from the day on which the grievance was received by their office and shall, within seven (7) working days from the meeting, render their decision in writing.

Step 2

Failing settlement of the grievance at Step 1, the Union may forward a copy of the grievance to the General Manager or designate within seven (7) working days of the date upon which the Department Manager's written decision was delivered or, if a decision was not rendered, the date upon which the decision was due, whichever first occurs.

The General Manager or designate shall, within seven (7) working days of the date the grievance was received in their office, meet with the grievor and the Union representative to discuss the grievance, and shall within seven (7) working days of the meeting, notify the Union in writing of their decision with regards to the grievance.

Step 3

Failing settlement of the grievance at Step 2, either party may submit the grievance to arbitration for final disposition in accordance with the procedure for arbitration of

grievances contained in this Agreement within thirty (30) working days of the date upon which the General Manager's decision was delivered or, if a decision was not rendered, the date upon which the decision was due, whichever first occurs.

8.03 Mediation

By mutual consent, the parties may agree to use the services of a particular mediator. The parties agree to share the costs of the mediation. Such costs shall be limited to the fees, meals, travel and accommodation expenses of the mediator, and the cost to use the facilities for the mediation.

8.04 Suspension or Discharge Grievance

Where a grievance relates to the discharge or suspension of an employee who has completed their probationary period, the grievance procedure may be initiated by the employee in writing at Step 2 of the Grievance Procedure, within seven (7) working days after the date of delivery of such discharge or suspension.

8.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, the grievance shall be initiated in writing at Step 2.

8.06 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving, to the General Manager, within ten (10) working days of when they became aware of or ought reasonably to have become aware of the circumstances giving rise to the grievances. The grievance shall be treated as having been initiated at Step 2.

8.07 Employer Grievance

The Employer shall have the right to initiate a grievance at Step 2 by forwarding the grievance in writing to the President of the Local Bargaining Unit, with a copy to the National Representative. The Union shall reply within ten (10) days of its receipt of the grievance.

8.08 Time Limits

The time limits expressed in this Article and in Article 9 are mandatory and may only be extended by mutual written agreement between the Union and the Employer. Failure to refer to arbitration within the time limits or within any extensions that may be agreed upon shall result in the complaint or grievance being deemed to be abandoned.

8.09 Meeting Rooms for Grievance Meetings

The Employer shall make available the necessary facilities for grievance meetings.

8.10 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure.

8.11 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 9 - ARBITRATION

9.01 Any dispute or grievance concerning the interpretation, application or administration of this Collective Agreement, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, which has been processed in accordance with the grievance procedure and which remains unresolved, may be submitted to arbitration.

When either party to this Agreement requests that a grievance be submitted to arbitration, they shall give written notice of their intention to the other party by mail, facsimile or email within thirty (30) working days of the decision in Step 2 being communicated.

9.02 The party referring the matter to arbitration shall provide the other party the names of suggested arbitrators to act as sole arbitrator to hear and determine the matter. The party receiving the notice may also submit an alternate list of arbitrators. If there is no agreement to an arbitrator within thirty (30) working days of the submission to arbitration, the party advancing the grievance may request the Minister of Labour for the Province of Ontario to appoint a sole arbitrator.

9.03 Each party shall bear equally the fees and expenses of the Arbitrator, and any cost of the place of hearing of such arbitration.

9.04 Arbitration Board

The parties may mutually agree in writing to substitute a sole Arbitrator with an Arbitration Board or either party may choose to do so with respect to a policy issue relating to the interpretation or general application of the Collective Agreement.

When exercising this provision, one party shall give notice of intention to the other party and at the same time appoint its member to the Arbitration Board. The other party shall, within a period of ten (10) working days, appoint its member to the Arbitration Board. The two members thus appointed shall confer jointly in an endeavour to select a third member who shall be the Chair of the Board.

If the two (2) members cannot reach agreement within ten (10) working days from the date of appointment of the second of them, the matter may be referred to the Minister of Labour of the Province of Ontario who shall appoint a Chair.

The parties will bear the fees and expenses of their respective nominees on an Arbitration Board and share the fees and expenses of the Chair.

9.05 The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties to the Agreement and the employee(s) involved.

9.06 The sole Arbitrator or Board of Arbitrators shall not have any power to alter, change or substitute any provision of this Agreement, nor to render any decision that is inconsistent with the terms and content of this Agreement. The Arbitrator or Board of Arbitration may dispose of a grievance in the manner it deems just and equitable in the circumstances.

ARTICLE 10 – DISCIPLINE, SUSPENSION AND DISCHARGE

10.01 No employee who has passed their probationary period shall be disciplined except for just cause.

10.02 Clearing the File

The record of discipline of an employee shall not be used against him at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand provided that there is no further disciplinary action within the eighteen (18) month period. This period will automatically be extended by the length of the total period of any leaves of absence without pay that cumulatively exceed a total of two (2) months.

Notwithstanding the foregoing, the parties mutually agree that all disciplinary action related to resident abuse, neglect or theft from a resident or dishonesty will remain on file for twenty-four (24) months.

10.03 Discipline and Discharge Procedure

When the Employer issues a disciplinary notice to an employee, the Employer will provide the Union with a copy of the notice at the disciplinary meeting or within three (3) calendar days of the date that the disciplinary notice is issued. The Employer shall advise in writing of the reason(s) for such discipline.

10.04 Designation of Supervisor

Every employee shall be notified of their immediate designated supervisor.

10.05 Access to Personnel File

An employee shall have the right, during normal business hours of the administration, upon providing at least two (2) days written notice, to access and review their personnel file in the presence of the General Manager or designate. The employee will be allowed to make copies of any documents contained therein. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.06 Right to have Steward present

Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall notify the employee in advance of the purpose of the interview and of the employee's right to have a Union Steward or Union representative present at the interview.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

For full-time employees, seniority is defined as the length of continuous service in the bargaining unit since the date of last hire.

For part-time and casual employees, seniority shall be calculated on the basis of the number of hours worked from the date of last hire with 1950 hours worked equal to one (1) year of service. Notwithstanding the above, a part-time or casual employee cannot accrue more than one year of seniority in a twelve (12) month period.

Seniority shall include service with the Employer prior to Union certification, and it shall operate on a bargaining-unit-wide basis. Employees will not lose seniority when they change classifications or move into different positions in the bargaining unit.

Seniority shall be used in accordance with this Collective Agreement.

11.02 Seniority List

The Employer shall maintain two seniority lists: one for full-time and the other for part-time and casual employees. The lists shall show the date of last hire for each employee. The lists for part-time and casual employees shall show the total hours worked for each employee. Up-to-date seniority list(s) shall be sent to the Union and posted on the main bulletin board in January, May and September each year. The seniority list(s) shall be current as of the last day of the month immediately prior to the month of posting. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 11.03.

An employee shall have thirty (30) days from the date of posting to inform the Employer in writing of any challenges to the seniority calculation. If no challenges are identified in writing within the thirty (30) day period, then the seniority list will be deemed to be correct for all employees.

Seniority as per the posted seniority list shall be used for the purposes set out in this Collective Agreement, save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period preceding the pay period during which the job was posted or the notice of layoff was given.

11.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of three (3) months of continuous service for full-time employees or four hundred and eighty-seven point five (487.5) hours worked for part-time and casual employees from the date of last hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.

A probationary employee may be released in the absence of just cause. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration, unless the termination is discriminatory, arbitrary or in bad faith.

After completion of the probationary period, seniority shall be effective from the date of last hire for full-time employees, and part-time and casual employees shall receive credit for all hours worked since the date of last hire.

11.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated in the event that the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns and does not rescind within twenty-four (24) hours;
- c) is absent from work in excess of three (3) consecutive scheduled shifts without notifying the Employer, unless such notice was not reasonably possible, and without providing the Employer with a satisfactory reason for the absence;

- d) utilizes a leave of absence for purposes other than those for which the leave was granted;
- e) fails to return to work, within fourteen (14) calendar days following a lay-off and after being notified in writing of the recall by registered mail to do so. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- f) is laid off for a period in excess of eighteen (18) months;
- g) in the case of a casual employee, is offered work and fails to work for a period of three (3) consecutive months, unless the employee is on an approved leave of absence, such as sick leave or pregnancy leave;
- h) subject to the *Ontario Human Rights Code*, as amended from time to time, is absent for more than twenty-four (24) months because of illness and/or injury.

11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. An employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit within twelve (12) calendar months of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

11.06 If an employee transfers from full-time to part-time or casual, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1950 hours worked.

11.07 If an employee transfers from part-time or casual to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: 1950 hours worked equals one (1) year.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 (a) Job Postings

When a vacancy occurs and is one which the Employer wishes to fill, or a new position is created within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin board with a copy to the Union. The position shall be posted for a period of ten (10) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

(b) Temporary Vacancies

Temporary vacancies anticipated to be less than eight (8) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. Such vacancies may be filled by part-time and casual employees in order of seniority, provided they are available and have the skills and qualifications to perform the work of the position and

will not incur overtime. The Employer agrees that it will not split shifts in order to avoid overtime.

(c) Temporary Job Postings

A vacancy which occurs for more than eight (8) weeks or is known by the Employer to exceed eight (8) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months unless otherwise agreed between the Employer and the Union. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of eight (8) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

(d) Successful Applicant

The successful applicant for a vacancy will fill the vacancy on the next posted schedule to a maximum of thirty (30) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage rate or range.

12.03 External Candidates

The Employer will not consider external candidates until present employees have had a full opportunity to apply as provided in Article 12.01. Internal candidates will have preference over external candidates as outlined in Article 12.04.

12.04 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

12.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant who has the skills and qualifications to do the job. Appointments from within the bargaining unit shall be made within three (3) weeks of the postings close date.

12.06 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) days. Conditional on satisfactory performance, such trial promotion shall become permanent after the period of thirty (30) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the position, they shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

12.07 Union Notification

The Union shall be notified of all appointments, hiring, layoffs, recalls and terminations of employment.

12.08 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.09 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this Agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 13 – LAY-OFFS AND RECALL

13.01 Lay-Offs and Re-Hiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 11 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent care for the residents. Employees shall be recalled in the order of their seniority, providing they are qualified and have the skills, with minimal orientation, to do the work.

13.02 Definition of Lay-Off

Lay-offs, under the provisions of this Collective Agreement, shall include the reduction of bi-weekly hours of any full-time employee or a reduction in the number of employees in the bargaining unit.

Lay-offs for part-time employees shall be defined as the reduction of 20% of an employee's normally scheduled bi-weekly hours averaged over a period of eight weeks.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

13.03 Notice of Lay-Off

In the event of a proposed lay-off of thirteen (13) calendar weeks or more, the Employer will:

- (a) Provide the Union with five (5) months of notice or as much notice as operationally possible prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) Provide affected employees with notice in accordance with the Ontario *Employment Standards Act, 2000*, as amended from time to time.
- (c) Provide affected employees who have nine or more years of service with one additional week of notice.
- (d) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.
- (e) Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (a) above, shall be considered notice to the Union of any subsequent layoff.

13.04 Lay-Off Procedure

In the event of lay-off, the Employer shall lay-off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.

- (a) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay-off; or
 - ii) Displace an employee who has
 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
- (b) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of lay-off issued by the Employer.
- (c) For the purpose of the operation of clause (a) ii), laid off part-time employees shall not have the right to displace full-time employees.
- (d) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed

to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

- 13.05** (a) An employee shall have opportunity of recall from a lay-off to an available opening for a period of eighteen (18) months from the date of lay-off, in order of seniority, provided they have the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled by a more senior employee. In determining the ability and qualifications as agreed between the parties, of an employee to perform the work for the purposes of the first sentence above, the Employer shall not act in an arbitrary manner.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. 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.
- (d) Employees on lay off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed eight (8) weeks of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

ARTICLE 14 – HOURS OF WORK

14.01 Normal Hours of Work

The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Saturday to Friday.

In no instance will any employee be required to work more than six (6) consecutive days without receiving their day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

14.02 Days Off

A full-time employee shall receive one weekend off in every two-week period. The Employer will endeavour to provide part-time employees with two weekends off in every six-week period unless as otherwise mutually agreed. For the purpose of this article “weekend” shall be defined as a 48-hour period that may begin as early as 10 pm on Friday and end as early as 10 pm on Sunday.

14.03 Working Schedule

The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.

It is the sole responsibility of each employee to check the schedule for their hours of work.

The Employer will endeavour not to schedule split shifts. The parties recognize that split shifts may be necessary in the Dietary Department; however, no split shifts will occur without the employee's consent.

14.04 Rest Periods and Meal Break

- a) Employees working a seven and a half (7½) hour shift shall be permitted a paid rest period of fifteen (15) consecutive minutes in the first half and in the second half of a shift.
- b) Employees working five (5) consecutive hours or more shall be permitted to take their thirty (30) minute unpaid meal break at a time mutually agreeable to the employee and the Employer.
- c) Rest periods and meal breaks, once started, will be uninterrupted except in cases of emergency. Where the rest period or meal break is interrupted due to an emergency, the Employer will make every effort to allow employees to take the balance of the rest period or meal break at a later time during the shift. Where the Employer determines that this is not possible for operational reasons, the employee will be paid for the meal break and/or rest period at the employee's regular rate of pay.
- d) If the Employer requires the employee to remain at the residence during their meal break, they will be paid their regular rate of pay for the thirty (30) minute meal break.
- e) Registered Practical Nurses ("RPNs") who were employed by the Employer prior to the date of ratification, or the date of the interest arbitration award, of the first collective agreement between the parties ("Current RPNs") who are scheduled to work on evening, overnight and weekend RPN shifts will be required to stay on the premises and to be on call while on their meal break. Current RPNs will be paid their regular rate of pay for the thirty (30) minute meal break.

14.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid for three (3) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined herein shall not apply whenever an employee has received at least 48 hours prior notice not to report for work.

14.06 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other qualified employees by completing the appropriate forms in advance, as supplied by the Employer, and with the Employer's written permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any additional premium payment arising out of any such exchange. Such exchanges of shifts shall not be considered in the calculation of overtime. The employee who accepts a shift exchange is responsible for the shift.

14.07 Time Off Between Shifts

Employees are to be allowed a minimum off 10 hours off between the ending of one scheduled shift and the commencing of the other scheduled shift.

14.08 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, the time change will take place at 2:00 a.m. Employees shall be paid at their straight time regular hourly rate of pay for all such hours worked.

14.09 Shift Giveaways

Employees may be permitted to shift giveaways providing:

- a) Employees will provide the Employer with as much notice as possible of a shift giveaway request but not less than 72 hours;
- b) Employees will secure Employer authorization based on operations needs, prior to each shift giveaway. Such authorization shall not be unreasonably withheld;
- c) The parties agree that shift giveaways and/or exchanges shall not result in overtime pay;
- d) The parties recognize fulltime employees' rights to giveaway no more than 5 shifts per year, no more than 2 consecutive shifts, and for a period of no more than 4 consecutive weeks;
- e) Further, the parties recognize fulltime employees' rights to give away shifts, only when alternate means (vacation and statutory holiday banks) are exhausted;
- f) The parties recognize part time and relief part time employees' rights to giveaway no more than 10 shifts per year; no more than 2 consecutive shifts, and for a period of no more than 4 consecutive weeks.

ARTICLE 15 – OVERTIME

15.01 Overtime Defined

Overtime is defined as hours authorized by the Employer that are worked in excess of seven and one-half (7½) hours of work per day or in excess of seventy-five (75) hours of work in a bi-weekly pay period.

All overtime must be approved by the Department Manager or designate in advance of being worked.

15.02 Overtime Rate

The overtime rate is one and one-half (1½) times the employee's regular hourly rate of pay.

15.03 Distribution of Overtime

Available overtime shall be offered by seniority to employees who are available and who have the required skills and qualifications to perform the work. Notwithstanding the foregoing, the Employer reserves the right to utilize part-time employees to perform available work before authorizing overtime.

15.04 Minimum Call-back Time

An employee who has left the Residence and is called back to work after they have completed their regular shift shall be paid time and one-half (1½) times their regular rate of pay for a minimum of three (3) hours.

15.05 No Duplicating or Pyramiding

Overtime premiums will not be duplicated for the same hours worked nor shall there be any pyramiding with respect to any other premium payable under the provisions of this Collective Agreement.

ARTICLE 16 – PUBLIC HOLIDAYS

16.01 The following provisions apply to all employees:

The Employer recognizes the following as paid holidays:

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

16.02 Holiday Qualifications

In order to qualify for holiday pay, an employee must work their regularly scheduled day of work before the public holiday and their regularly scheduled day of work after the public holiday, unless absent on one or both of the qualifying days for a satisfactory reason.

16.03 Payment for Holidays

An employee who is not required to work on any of the above-named public holidays will be paid public holiday pay for the holiday.

An employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate of pay for every hour worked on such a day and they will be paid public holiday pay for the holiday.

Public holiday pay will be calculated in the manner required by the Ontario *Employment Standards Act, 2000*, as amended from time to time.

16.04 Christmas or New Year's Off

Where operationally feasible, an employee shall be scheduled off on either Christmas Day or New Year's Day.

ARTICLE 17 - VACATION

17.01 Length of Vacation

An employee's vacation entitlement year is twelve (12) calendar months from the employee's start date.

- a) Full-time employees shall earn vacation during their vacation entitlement year as follows:

| Length of Continuous Service | Annual Vacation Entitlement | Vacation Pay |
|--|--|--|
| Less than five (5) years | Ten (10) days (accumulated at the rate of 0.833 days per month of employment) | Four percent (4%) of gross wages earned (exclusive of vacation pay) |
| Five (5) years up to eleven (11) years | Fifteen (15) days (accumulated at the rate of 1.25 days per month of employment) | Six percent (6%) of gross wages earned (exclusive of vacation pay) |
| Eleven (11) years or greater | Twenty (20) days (accumulated at the rate of 1.66 days per month of employment) | Eight percent (8%) of gross wages earned (exclusive of vacation pay) |
| Effective Nov. 10, 2021 Fifteen (15) years of greater | Twenty-five (25) days | |

No full-time employee shall be entitled to take vacation before it has been accrued. Employees are required to use their full annual vacation entitlement in the calendar year in which it was earned.

- b) Part-time employees will accumulate their vacation pay and will be paid out June 1st and December 1st annually.

| Increment | Vacation Pay |
|---|---|
| Until the earlier of: (i) 9750 hours worked; or (ii) five years of continuous service | Four percent (4%) of gross wages (exclusive of vacation pay) |
| After the earlier of: (i) 9751 hours worked; or (ii) five completed years of continuous service | Six percent (6%) of gross wages (exclusive of vacation pay) |
| After 21,450 hours worked | Eight percent (8%) of gross wages (exclusive of vacation pay) |
| Effective Nov. 10, 2021 After 29250 hours worked | Ten percent (10%) |

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, the holiday shall be substituted for one of the employee's vacation days.

17.03 Vacation Pay on Termination

Upon termination of employment all accrued but unused vacation pay shall be paid out to the employee.

17.04 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

Vacation requests must be made no later than March 1st. The vacation year begins on May 1st and ends on April 30th. The vacation schedule shall be posted no later than April 1st. If there is a conflict between employees in the same Department, the most senior employee's request will be granted.

Vacation requests made after March 1st will be granted on a first come, first served basis, subject to operational requirements.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

ARTICLE 18 – SICK LEAVE

18.01 Sick Leave Defined

Sick leave is defined as the period of time a full-time employee is absent from work without loss of pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Employer's workplace accident insurance plan.

18.02 Amount of Sick Leave

Full-time employees shall earn sick leave at the rate of 0.83 days per month of service up to a maximum of ten (10) days paid sick leave per calendar year.

Up to a maximum of five (5) days of accrued but unused sick leave may be carried over to the following calendar year. An employee's sick leave bank may not exceed a total of fifteen (15) days at any time.

Unused sick leave shall have no cash value whatsoever and shall not be paid out on termination of employment.

18.03 Proof of Illness

An employee may be required by the Employer to provide a satisfactory doctor's certificate for any absence due to illness or injury in excess of three (3) consecutive days certifying that the employee has an illness or injury which prevents them from performing the essential duties of their position and provides the employee's anticipated return to work date.

Where an employee's absence due to illness shows a pattern of frequent or excessive use of sick leave, the employee may be required by the Employer to provide a satisfactory doctor's certificate to the Employer. Where the employee is required to pay the doctor to obtain such a certificate and submits a receipt for such payment, the Employer shall reimburse the employee up to a maximum of twenty dollars (\$20) per certificate.

18.04 Sick Leave during Authorized Leaves of Absences

An employee on an authorized leave of absence, other than a leave pursuant to the *Ontario Employment Standards Act, 2000*, as amended, shall retain their accrued sick leave but shall not accrue additional sick leave during such leave.

18.05 Sick Leave Record

Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

18.06 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact at least three (3) hours in advance of the commencement of their scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

18.07 Definitions

For the purposes of this Article, the word "month" shall mean a calendar month.

18.08 Sick Leave Use

A full-time employee may choose to utilize their sick time to:

- a) Engage in personal preventative medical health, dental and optical care for an employee and/or their dependent child and/or their dependent aging parent;
- b) Attend to the unexpected or sudden illness of the employee's spouse or dependent child and/or dependent aging parent;
- c) Attend to emergency situations which prevent the employee from reporting for duty.

Permission will not be unreasonably withheld provided adequate notice is given in advance. Notwithstanding the foregoing employees are expected to schedule such appointments outside their working hours whenever possible.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant a leave of absence without pay of up to a maximum of one (1) year, without loss of seniority, for personal reasons, provided the Employer receives at least thirty (30) calendar days advance notice in writing and provided that such leave is operationally feasible. When applying, employees must indicate the date of departure and the date of return. Employees on approved leave of absence shall not engage in any gainful employment without the permission of the Employer.

No employee will accumulate seniority, vacation, be paid for holidays, nor will any other benefits in this Agreement accrue or be paid while the employee is on an unpaid leave of absence. Benefit coverage may be continued by the employee, while on leave of absence, subject to the approval of the insurer and provided the employee reimburses the Employer the total cost of the premiums for any benefits.

19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to meet with the Employer to process grievances up to and

including mediation provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

19.03 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits and without loss of seniority, subject to the Employer's operational requirements. The Union shall reimburse the Employer for receipt of such pay and benefits.

19.04 Bereavement Leave

- (a) In the event of the death of a full-time employee's spouse (including same-sex or common-law spouse and fiancée), child or parent, the employee shall be entitled to a leave of absence for up to five (5) consecutive days. The employee shall be paid for any scheduled shifts during the leave which otherwise would have been worked.
- (b) In the event of the death of a full-time employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to a leave of absence for up to three (3) consecutive days. The employee shall be paid for any scheduled shifts during the leave which otherwise would have been worked.
- (c) In the event of the death of a full-time employee's aunt, uncle, brother-in-law, sister-in-law, guardian or former guardian, niece or nephew, the employee shall be entitled to a leave of absence for one (1) day. The employee shall be paid for any scheduled shift during the leave which otherwise would have been worked.
- (d) Where the burial occurs at a locale in excess of 350 kilometers one way, such leave shall include reasonable travelling time, the latter not to exceed two (2) days without pay. Additional days without pay may be granted.
- (e) The employee will be allowed to save one (1) day bereavement leave to attend a memorial service scheduled at a later date.

19.05 Statutory Leaves of Absence

Employees shall be granted statutory leaves in accordance with the qualifying terms and conditions of the Ontario *Employment Standards Act, 2000*, as amended from time to time.

19.06 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or who is subpoenaed as a witness in any court.

Time spent by an employee required to serve as a court witness in a matter arising out of their employment shall be considered as time worked, provided the employee is not the defendant, but shall not be considered in the calculation of overtime.

The Employer shall pay such an employee the difference between their regular rate of pay and the payment the employee receives for jury or court witness duty excluding payment for travelling, meals or other expenses. To be eligible for such pay, the employee shall present, to the Employer, proof of jury or witness duty and of the amount of pay received for such jury or witness duty.

Leave under this provision does not apply to personal matters where the employee is a party to litigation or is a witness in such personal matter.

ARTICLE 20 – PAYMENT OF WAGES

20.01 (a) Shift Premium

The Employer agrees to pay a shift premium of ten cents (\$0.10) per hour for all hours worked on shifts that begin by no earlier than 2:00 p.m. and end no later than 7:00 a.m.

(b) Weekend Premium

Employees shall be paid a Weekend Premium of an additional fifteen cents (\$0.15) per hour for all hours worked between Friday at 11:00 p.m. and Sunday at 11:00 p.m.

20.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday, in arrears. The Employer may change the pay period by providing a minimum of one month of written notice.

On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the pay statement.

In the event there is an error in the employee's pay, the correction will be made in the pay period following the date on which the error was brought to the Employer's attention. If such an error results in the employee being underpaid by one (1) day of pay or more, the Employer will provide payment for the shortfall within three (3) consecutive business days from the date it is notified of the error.

20.03 Pay during Temporary Transfers

The acting pay for temporary assignments shall be at the applicable rate on the salary scale for the position in which the employee is acting.

When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

20.04 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

20.05 Mandatory Learning

When the Employer requires employees to attend on-site training such as but not limited to ORCA training, the Employer shall provide the space and equipment necessary for training and will pay employees for time spent learning.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

21.02 Change of Carrier

The Employer reserves the right to change plans and/or carriers at its discretion, provided the benefits provided remain substantially the same, and will notify the Union of its intention to do so.

21.03 Benefits Coverage

The Employer will contract with an insurance carrier to provide life insurance, accidental death/dismemberment, extended health care and dental benefits. Full-time employees who have successfully completed their probationary period shall be eligible to participate in such benefits, in accordance with the governing rules and regulations of the plans of the insurance carrier

21.04 Premium Payments

The Employer agrees to pay one hundred percent (100%) of the insurance premiums on behalf of all eligible full-time employees for the benefits set out in Article 21.03.

21.05 Employer's Obligations

The Employer's obligation pursuant to this Collective Agreement is to pay the agreed upon premiums and to contract for the benefits provided in Article 21.03. Eligibility for, and entitlement to, benefits is in accordance with the governing rules and regulations of the plan(s) of the insurance carrier(s).

The Employer shall provide to each employee, upon request, a copy of the current benefits booklet for those benefits provided under this Article.

21.06 Percentage in Lieu of Benefits (Part time/Part-Time Relief Only)

Effective November 10, 2021, part time and part-time relief employees shall receive in lieu of all health and welfare benefits an amount equal to two and four percent (4%) of their regular straight time hourly rate of pay for all straight time hours paid. Effective January 1, 2022, this amount shall increase to five percent (5%). Effective January 1, 2023, this amount shall increase to six percent (6%).

ARTICLE 22 – GENERAL CONDITIONS

22.01 Bulletin Board

The Employer shall provide a bulletin board for posting of Union notices of meetings and other matters of interest to the bargaining unit. The General Manager or designate can require the removal of anything they consider objectionable.

Proper Conditions

Appropriate lockers or storage space shall be provided to employees to leave their clothing or belongings in during working hours. Lost or stolen items are not the responsibility of the Employer.

22.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement and provide a draft to the Employer for review within sixty (60) days of receiving the arbitration award or written notice of ratification. Once approved and signed by the Union and Employer, the Union shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

22.03 Plural or Feminine Terms May Apply

Whenever the singular or masculine has been used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires. Likewise, whenever the plural or feminine has been used in this Agreement, it shall be considered as if the singular or masculine has been used where the context of the party or parties hereto so requires.

22.04 Use of “days”

All references to the “days” in this Agreement shall mean calendar days unless otherwise specified.

ARTICLE 23 – RETROACTIVITY

23.01 Increases to salary schedule shall be retroactive. The Employer will endeavor to provide all retroactivity within forty-five (45) days of the release of the Interest Arbitration Award or the date on which notice of ratification is received.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee’s regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date the notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

All other monetary items shall be effective upon the date of the release of the Interest Arbitration Award or the date on which notice of ratification is received.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Effective Date

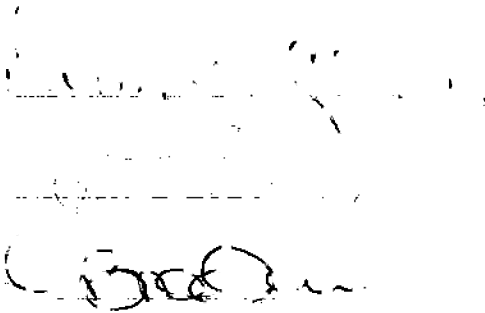
The term of this Agreement shall be from January 1, 2021 to December 31, 2023 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date in each year that it desires its renewal or amendment.

24.02 Changes in Agreement

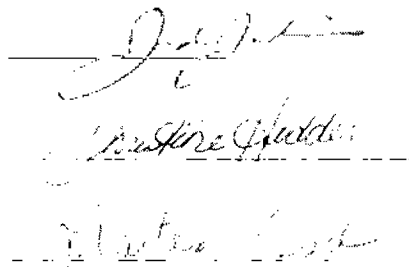
Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Dated this 24th day of January, ~~2021~~, 2022

For the Employer



For the Union



:hf/cope491
11/22/2021

Appendix A - Wages

| Position | Hours | Expiry | 01-Jan-21 2% | 10-Nov-21 Award | 01-Jan-22 2% | 01-Jan-23 2% |
|-----------------------------|--------------|---------------|-------------------------|----------------------------|-------------------------|-------------------------|
| RPN | Step 1 | \$19.95 | \$20.35 | \$21.35 | \$21.78 | \$22.22 |
| | Step 2 | \$20.58 | \$20.99 | \$21.99 | \$22.43 | \$22.88 |
| | Step 3 | \$21.21 | \$21.63 | \$22.63 | \$23.08 | \$23.54 |
| | Step 4 | \$21.83 | \$22.27 | \$23.27 | \$23.74 | \$24.21 |
| Care Services | Step 1 | \$14.93 | \$15.23 | \$16.23 | \$16.55 | \$16.88 |
| | Step 2 | \$15.19 | \$15.49 | \$16.49 | \$16.82 | \$17.16 |
| | Step 3 | \$15.50 | \$15.81 | \$16.81 | \$17.15 | \$17.49 |
| | Step 4 | \$15.81 | \$16.13 | \$17.13 | \$17.47 | \$17.82 |
| Guest Services | Step 1 | \$14.57 | \$14.86 | \$14.86 | \$15.16 | \$15.46 |
| | Step 2 | \$14.67 | \$14.96 | \$14.96 | \$15.26 | \$15.57 |
| | Step 3 | \$14.83 | \$15.13 | \$15.13 | \$15.43 | \$15.74 |
| | Step 4 | \$14.98 | \$15.28 | \$15.28 | \$15.59 | \$15.90 |
| Dietary Services | Step 1 | \$14.57 | \$14.86 | \$14.86 | \$15.16 | \$15.46 |
| | Step 2 | \$14.67 | \$14.96 | \$14.96 | \$15.26 | \$15.57 |
| | Step 3 | \$14.83 | \$15.13 | \$15.13 | \$15.43 | \$15.74 |
| | Step 4 | \$14.98 | \$15.28 | \$15.28 | \$15.59 | \$15.90 |
| Cook | Step 1 | \$15.15 | \$15.45 | \$16.45 | \$16.78 | \$17.12 |
| | Step 2 | \$15.80 | \$16.12 | \$17.12 | \$17.46 | \$17.81 |
| | Step 3 | \$16.46 | \$16.79 | \$17.79 | \$18.15 | \$18.51 |
| | Step 4 | \$17.10 | \$17.44 | \$18.44 | \$18.81 | \$19.19 |
| Front Desk | Step 1 | \$14.57 | \$14.86 | \$14.86 | \$15.16 | \$15.46 |
| | Step 2 | \$14.67 | \$14.96 | \$14.96 | \$15.26 | \$15.57 |
| | Step 3 | \$14.83 | \$15.13 | \$15.13 | \$15.43 | \$15.74 |
| | Step 4 | \$14.98 | \$15.28 | \$15.28 | \$15.59 | \$15.90 |

*Care Services employees who have received Universal Care Provider training from the Employer and who are required by the Employer to dispense medication during an assigned shift will be paid a UCP Premium of \$1.50 per hour worked during such assigned shift. Such shifts will be identified on the posted schedule.

LETTER OF UNDERSTANDING

BETWEEN

RIVERVIEW HEIGHTS RETIREMENT RESIDENCE

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5343**

Re: Article 2.03 of the Collective Agreement

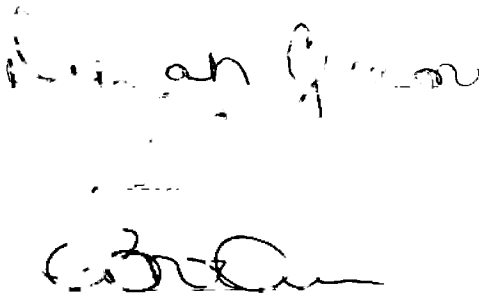
The Union acknowledges that the Employer has "working supervisors" who perform work that is also performed by employees in the bargaining unit.

The Employer agrees that it will not increase the number of working supervisors, and that the work performed by supervisors that is also performed by employees in the bargaining unit will not materially increase beyond the extent of duties and hours as performed prior to the date of ratification of this Collective Agreement.

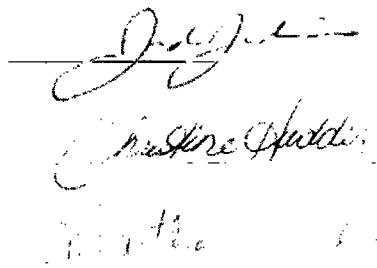
For the purposes of this Letter of Understanding, any increase in supervisors' duties and/or hours as a result of the exceptions noted in Article 2.03 shall not be considered an increase.

Dated this 24th day of January, 2024.

For the Employer

Handwritten signatures for the Employer, including a signature that appears to be "Susan" and another signature below it.

For the Union

Handwritten signatures for the Union, including a signature that appears to be "Christine Huddell" and another signature below it.