



COLLECTIVE AGREEMENT

BETWEEN

TRADITIONS OF DURHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 5107

Expiry: February 1, 2021 - January 31, 2024

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PREAMBLE

It is the purpose of both parties to this Agreement:

- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (3) To encourage efficiency in operation.
- (4) To promote the morale, well-being and security of all the Employees in the bargaining unit represented by the Union.

It is now desirable that methods of bargaining and matters pertaining to the working conditions of Employees in the bargaining unit of the Union be set forth herein.

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

- a) The Union acknowledges that the management of the Home and direction of the work forces are fixed exclusively with the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting these rights and functions including but not limited to:
 - b) To select, control and direct the use of all material required in the operation of the Employer, to schedule the work and services to be provided in the interest of the safety and well-being of the Employees, residents, public and Employer.
 - c) To determine the amount of supervision, and the number of Employees, to establish the standards of performance of all Employees, the scheduling of Employees and where the Employees perform their work.
 - d) To maintain order and efficiency, and to make, alter and enforce reasonable rules to be observed by its Employees, provided that they are not inconsistent with the provisions of this Agreement. Further, it is agreed that when making any new rules, regulations or altering past practices, the Employer will inform the staff and Union at the first reasonable opportunity and will consider any representations the Union may make as a result.
 - e) To select, hire, classify, transfer, promote, demote, layoff, recall, discipline, suspend and discharge post probationary Employees for just cause, provided that a claim that an Employee has been disciplined or discharged unjustly may be the subject of a grievance, and dealt with in accordance with the Grievance Procedure.

- 1.01 Without restricting or limiting the generality of the foregoing, the Employer retains the rights and privileges and responsibilities of management not specifically relinquished or modified by this Agreement. These functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 5107 as the sole and exclusive collective bargaining agent for all Employees employed by Specialty Care Inc. at Traditions of Durham Retirement Community in the Region of Durham save and except Office, Clerical, Supervisors and persons above the rank of Supervisors.

2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for the purposes of instruction, experimenting, emergencies, or while awaiting the arrival of a regular Employee.

This Article shall not prevent residents or their designates from making arrangements for private care providers or publicly funded service delivery (VON, Homecare), private duty or companion care. Such service(s) is between the resident and/or their designate and the provider and shall not be viewed as a violation of the Collective Agreement.

2.03 No Other Agreements

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

No individual Employee or group of Employees shall undertake to represent the union at meetings with the Employer without proper authorization from the union.

2.04 Contracting-Out

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any Employee results from such contracting out.

2.05 Representatives of Canadian Union of Public Employees

A Representative of the Canadian Union of Public Employees may, with the approval of the General Manager, have access to the premises of the

Employer, to conduct Union Business as defined within this collective agreement.

It is understood that access may be limited to certain areas of the Home and such request for access shall not be unreasonably denied.

2.06 Definition of Employee

- a) A "full-time" Employee shall be deemed to be an Employee who is regularly scheduled to work forty-eight (48) hours or more bi weekly.
- b) A "part-time" Employee shall be deemed to be an Employee who is regularly scheduled to work less than forty-eight (48) hours bi weekly.
- c) An unscheduled part time or casual Employee is one who is not normally regularly scheduled to work but is available to work as needed.

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

3.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the *Hospital Labour Disputes Arbitration Act HLDAA*) and Regulations.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The parties agree that there shall be no discrimination within the meaning of the *Human Rights Code* and each of the parties hereto agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status or family relationship, not by reason of her membership or non-membership or activity or lack of activity in the Union, or any other reason.

4.02 No Harassment

The Employer and the Union recognize the right of all Employees to work in an environment free from all types of harassment including but not limited to personal harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

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

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all Employees from whose wages deductions have been made. This list will also include the names and addresses of the Employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.03 New Employees

- a) 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) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired Employee who is not a member of the Union, once during the Employee's first month of employment, for the purpose of advising such Employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location 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.

ARTICLE 6 - CORRESPONDENCE

- 6.01 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 or designate.

A copy of any correspondence between the General Manager (or designate) and any Employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union or designate.

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. 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 Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. When scheduling meetings, the Employer shall do so at times suitable to both parties.

Permission to leave work during working hours for the purposes identified above, shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. Where possible, all union activity shall be carried out on the Employees own time, where it is required by the Employer for a steward to attend to union business during scheduled work hours, the Employee shall be paid her straight hourly rate of pay for her scheduled hours of work. Should the meeting go beyond the Employees scheduled hours of work, the Employee shall be paid her regular straight time hourly rate for the time spent.

Such payment for union business shall not count toward the calculation of overtime.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the

above shall be considered as time worked when normally scheduled. The bargaining Committee shall have the right to attend negotiation meetings held within the Employees working hours without loss of remuneration up to and including conciliation.

7.03 Union - Management Committee

A Union - Management Committee shall be established consisting of equal representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees. It is understood that the Union Representative and Employer Representative shall act as ex officio members and may attend any committee meeting upon the request of the parties.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.
- 6) Discuss workload issues.

Meetings of Committee

The Committee shall meet at least once each month every three (3) months or as required at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least one (1) week in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

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, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within one (1) week after they are prepared and signed.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

Health and Safety Committee

- a) The Employer and the Union agree to abide by the Occupational Health and Safety Act and its regulations and that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit Employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 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) Meetings shall be held every second month or more frequently at the call of the chair if required. Scheduled time spent in such meetings is considered to be time worked and an Employee shall be paid for all time spent doing Committee Work. The Committee shall maintain minutes of all meetings and make the same available for review.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any Employee, in preparing and processing his/her grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

8.03 Grievance Committee

The Grievance Committee shall be composed of two (2) members of the Union plus the Union Steward directly involved with the grievance.

8.04 Permission to Leave Work

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. It's understood the Employer will not be responsible for payment related to preparation and/or attendance at arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked when normally scheduled to work.

8.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

8.06 Settling of Grievance

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

Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, he/she will first seek to settle the dispute with the Employee's Supervisor.

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Steward will submit to the General Manager, a written statement of the particulars of the grievance and the redress sought. The General Manager shall render his/her decision within five (5) working days after receipt of such notice. The CUPE National Representative shall attend Step 2 grievance meetings.

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration within ten (10) working days following receipt of the Employers response at Step 2.

8.07 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 Article 7, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

8.08 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

8.09 Policy 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, Steps 1, of this Article may be by-passed.

8.10 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an Employee, or 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.

8.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.12 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

8.13 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 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A

Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of their nominee and the parties hereto shall jointly bear equally the expense of the third party (Arbitrator), and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, if the Arbitration Board deems just and reasonable in all circumstances.

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. Such agreement must be done in writing.

9.10 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Clearing the File

Letters of reprimand and/or any disciplinary sanction will be removed from the Employee's record and not relied upon by the Employer to advance a disciplinary sanction against an Employee in a progressive disciplinary manner after a period of eighteen (18) months provided that there have been no disciplinary action of a like nature during that period.

10.02 Discharge Procedure

When an Employee is discharged or suspended, the Employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.03 Access to Personnel File

An Employee shall have the right during normal business hours of the administration office to have access to review his/her personnel file at a mutually convenient time. The Employee is entitled to receive a copy of the file if requested. An Employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Employees shall not be entitled to see copies of their reference checks.

10.04 Right to have Steward Present

Employees shall be entitled to have a steward present in any discussion with supervisory personnel where disciplinary action may reasonably be expected to occur.

10.05 Investigations

In the case where the Employer needs to investigate an incident regarding an Employee and where the Employee will be placed on a Leave of Absence as a result, such leave shall be with pay. It is understood that the Employee must make himself or herself reasonably available to the Employer during such leave. Failing to do so will result in the loss of pay for the remainder of the leave. The Employer shall notify the Union President or designate with as much advanced notice as possible of any Employee being investigated.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority for full time Employees is defined as the length of service in the bargaining unit since the last date of hire. Seniority for part-time Employees shall accrue on the basis of eighteen hundred (1800) hours worked equals one year.

It is understood that a part-time Employee cannot accrue more than one (1) year's seniority in a one-year calendar period.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time Employees showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. An Employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article below.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be determined at the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the Employee when reclassified

11.03 Probationary Employees

Newly-hired Employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked.

An Employee who has not completed his/her probationary period may be released based on a fair and proper assessment of performance and suitability.

After completion of the probationary period, seniority shall be effective from the date of last hire.

11.04 Loss of Seniority - Employer can agree as amended

An Employee shall only lose her seniority in the event:

- a. She is discharged for just cause and is not reinstated.
- b. She resigns
- c. She is absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- d. She fails to notify the Employer of her intent to return to work and fails to return to work within seven (7) calendar days following a lay-off after being notified by registered mail to do so, It shall be the responsibility of the Employee to keep the Employer informed of her current address.

- e. She is laid off in excess of twelve (12) months.
- f. Has been absent from work due to illness, disability (occupational and non-occupational) for a period of twenty-four (24) months and there is no likelihood of returning in the near or foreseeable future.

The above shall be interpreted consistent with OHRC.

11.05 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of her or her return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he or she shall accumulate seniority during the period of time outside the bargaining unit.

- 11.06 If an Employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing seniority date: 1800 hours worked equals one (1) year.
- 11.07 If an Employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing a seniority date: one (1) year equals 1800 hours worked.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 (a) Job Postings

When a vacancy occurs, or a new position is created within the bargaining unit-the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of seven (7) days so that interested Employees can apply. The name of the successful applicant shall be posted within 14 days following completion of the process. The Employer agrees that it will post permanent vacant positions within seven (7) days of the position becoming vacant or will provide the Union with notice of its intention to postpone or not fill the position.

(b) Temporary Vacancies

Temporary vacancies anticipated to be less than four (4) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union.

For vacancies of less than four (4) weeks duration, the Employer will use its discretion in either filling the shifts through a temporary vacancy or distributing such shifts by seniority. The Employer will notify the Union of its intent not to fill the shifts.

(c) Temporary Job Postings

A vacancy which occurs for more than four (4) weeks will be posted stating that the position is temporary and shall indicate the estimated duration of the temporary job. In any event, the temporary job shall not exceed six (6) months which may be extended upon mutual agreement between the parties. Upon termination of a temporary position, the Employee filling the vacancy shall be returned to their previous position if it still exists. In the event that a part-time Employee is the successful applicant, the said Employee shall retain his/her 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 his/her temporary position.

12.02 Information in Postings

The job posting notice shall contain the following information classification, qualifications and start date of the position and any other requirements.

12.03 Outside Advertising

The Employer may simultaneously advertise such vacancies outside the bargaining unit but shall not fill the position from outside the bargaining unit until all qualified applicants from within the bargaining unit have been given the opportunity to be interviewed.

12.04 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

12.05 Trial Period

a) A successful applicant to an internal job posting shall be placed on trial in a new classification for a period of one-hundred and fifty (150) hours worked.

Such trial promotion or transfer shall become permanent after the trial period unless:

- (i) the Employee, at any time within the trial period mentioned above, feels that she is not suitable for the position, and wishes to return to her former position; or
 - (ii) the Home, at any time within the trial period mentioned above, feels that the Employee is not suitable for the position and requires that she returns to her former position.
 - (iii) in the event of either (i) or (ii) above, the Employee will return to her former position and salary without loss of seniority. Any other Employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.
- b) The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no Employee shall be transferred to a position outside the bargaining unit without her consent.
- c) With the written consent of the Employer, the Employee and the Union, such trial period may be extended to a maximum of an additional seventy-five (75) hours worked.

12.06 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.

ARTICLE 13 - LAYOFFS AND RECALLS

- 13.01 In the event that it is necessary for the Employer to reduce the workforce, a lay-off shall be defined as a reduction of the regularly scheduled hours of work of a full time Employee and in the case of a part time Employee, it shall be defined as a twenty percent (20%) reduction of the Employee's regularly scheduled hours.

13.02 Notice of Lay Off

In the event of a proposed lay off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) Provide the Union with as much notice as possible, but no less than 4 weeks notice 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 Employment Standards Act.
- c) 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.

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

13.03 Lay Off Procedure

- (a) 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.
- (b) 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 or within seven and a half hours (7½) hours more than the Employee being laid off; and
 - provided if the Employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
 - iii) An Employee who wishes to exercise her or her right to displace another Employee with less seniority shall advise the Employer within three (3) calendar days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time Employees shall not have the right to displace full-time Employees.

- 13.04 (a) An Employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
- (b) No new Employees shall be hired until all those laid off (and have the qualifications and skill) 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 his/her 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.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Hours of Work

- (a) The normal full-time hours of work for an Employee who is scheduled to work seventy-five (75) hours bi-weekly shall be seven and one-half (7½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break.
- (b) In no instance will any Employee be required to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed.
- (c) Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

- 14.02 (a) All full-time Employees will receive two (2) weekends off in a four (4) week period normally, this shall be scheduled as every other weekend off, except where:
- (i) Such weekend is worked as a result of an exchange of shifts with another Employee, and/or
- (ii) The Employee and the Employer have agreed otherwise.
- (b) All part-time Employees will receive a one (1) weekend off in a four (4) week period except where:

- (i) Such weekend is worked as a result of an exchange of shifts with another Employee, and/or
- (ii) The Employee and the Employer have agreed otherwise.

14.03 (a) Additional shifts which become available before the schedule is posted shall be offered to full-time within the classification who are not scheduled to work seventy-five (75) hours bi-weekly by seniority, prior to offering those shifts by seniority to regular part-time or casual staff.

(b) Call-Ins

A call in is defined as any shift which becomes available within forty-eight hours (48) of the shift after the schedule is posted.

All Employees that request to be placed on the call-in sheet shall be called in accordance to seniority on a rotational basis as follows:

1. All full time within the classification who are not scheduled to work seventy-five (75) hours shall be offered the shift first.
2. All part time Employees within the classification.
3. All full time outside of the classification who are not scheduled to work 75 hours and are qualified to do the work available.
4. Any part time Employee outside the classification who is qualified to do the work shall be offered the available shift.

Where the Employer determines overtime is required, it shall be offered to all Employees by seniority on a rotational basis, within the classification.

14.04 Working Schedule

The hours of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance and shall cover a four (4) week period. Once the schedule is posted it shall not be changed without the consent of the Employee involved.

Employees requesting specific days off must submit their requests in writing to their supervisor, at least two weeks in advance where possible of the requested day off. Granting of requested days shall be subject to the operations of the home.

There shall be no split shifts, unless mutually agreed between the Employee and the Employer.

14.05 Rest Period

- a) Employees will be allowed breaks within the shift without reduction in pay and without increasing working hours as follows:

Shift Length:	Breaks
5 hours or more	1-15 minute break
7 hours or more	2-15 minute breaks

In addition to the above, any shift over 5 hours will also have a ½ hour unpaid lunch within the shift.

- b) Normally, Lunch or Meal Period will be uninterrupted, except in cases of emergency, in which case the time missed shall be rescheduled. If the Employer is unable to reschedule the Employee's lunch period, the Employee shall be paid at straight time hourly rate. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

14.06 Reporting Pay

When an Employee reports for work at her assigned starting time and no work is available, then the Employee shall receive work or pay in lieu of work, of three (3) hours during that day; except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an Employee has received prior notice not to report for work.

14.07 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other Employees by completing the appropriate forms, as supplied by the Employer, and submitting to the Employer one (1) week in advance of the request, for approval of the exchange by the Department manager. The Employer has no obligation for any premium payment arising out of any such exchange. However, where the shifts involve a shift premium or shift differential, such premium shall be paid to the Employee working the shift to which the premium applies.

The Employer reserves the right to limit such exchanges. Granting of exchanges is subject to the operation requirements of the home.

Normally, shift exchanges must be during the same pay period unless otherwise approved.

14.08 Time Off Between Shifts

Employees are to be allowed a minimum off fourteen (14) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the fourteen (14) hours is not granted, the Employee shall be paid such hours of work at the rate of time and one-half (1½).

This shall not apply where an Employee accepts a non-scheduled shift with less than twelve (12) hours between shifts.

14.09 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, Employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined - Employer counter

Overtime is defined as authorized work performed in excess of seventy-five (75) hours in a bi-weekly period, or seven and one-half (7.5) hours in a day.

15.02 Overtime Rates

The overtime rate shall be time and one-half (1½) the Employee's straight-time hourly rate.

All overtime must be approved by the Manager.

15.03 Distribution of Overtime

Where the Employer deems Overtime necessary, it shall be given to Employees in order of seniority on a rotational basis to those who are willing and qualified to perform the work that is available.

15.04 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

15.05 Meal Allowance

An Employee required to work more than two-hours at the end of their shift, shall be provided with a meal.

ARTICLE 16 - HOLIDAYS

16.01 The following Holiday Pay provisions apply to all Employees:

List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day (July 1st)
Family Day	Civic Holiday
Victoria Day	Good Friday
Labour Day	Christmas Day
Thanksgiving Day	Boxing Day
One (1) Float Day *	

*Note: The Float Day is applicable to full-time and part-time employees. This is effective for the 2020 calendar year and thereafter. The day shall be taken on a day mutually agreed upon between the Employer and the employee.

16.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the Employee must work her scheduled working day immediately preceding or the working day succeeding the holiday unless on a leave of absence or absent due to illness.

16.03 Payment for Holidays

- a) 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 for every hour worked on such day, in addition to pay for the holiday.
- b) i) A full time Employee wishing to take a day in lieu instead of receiving her holiday pay, shall notify the Employer in writing at least **two (2)** weeks in advance of the holiday. Such lieu day must be taken within four weeks following the date of the holiday at a mutually agreed time.
 - ii) An Employee may take more than one (1) lieu day provided notice is provided in accordance with (i).
 - iii) Lieu days not taken within this time shall be paid out.
 - iv) Payment for such lieu day will be based upon the normal scheduled hours the Employee would have worked had there been no holiday.
- c) Part time Employees shall be paid their holiday pay on the pay period in which the holiday falls.
- d) Holiday pay for part-time Employees will be calculated as follows:
The calculation of holiday pay shall be as per the Employment Standards Act.

16.04 Christmas or New Year's Off

To the extent possible, the Employer will schedule Employees off for either Christmas or New Years among the Employees in each classification.

Christmas shall include all shifts where the majority of hours of the shift occur on December 25th or December 26th.

New Year's shall include all shifts where the majority of hours of the shift are worked on December 31 and January 1.

The Employer shall endeavour to provide two consecutive days off. Where the Employee is scheduled off Christmas, this shall include Christmas Eve or Boxing Day and where the Employee is scheduled off at New Year's this shall also include New Year's Eve.

In the event of a conflict, the deciding factor shall be which holiday the Employee worked the previous year and seniority shall prevail.

If an employee transfers by posting from one position to another, it may affect whether they can be scheduled on an alternating basis in the first year. If the Christmas New Year schedule has been posted, no Employee already scheduled will be displaced from the schedule.

Full time Employees may request prior to Christmas, New Year's schedules whether they wish to work their regular shifts or count the stat holidays as days worked, subject to management's approval.

In the event that an Employee wishes to work both Christmas and New Year's and there are Employees who wish to have both off, the principle of rotation and seniority shall apply.

The scheduling rules in this agreement will not apply over the Christmas/new year period (December 15th - January 5th).

ARTICLE 17 - VACATION

17.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Full-time

After 1 year	2 weeks @ 4% of gross earnings
After 5 years	3 weeks @ 6% of gross earnings
After 10 years	4 weeks @ 8% of gross earnings
After 15 years	5 weeks @ 10% of gross earnings

Part Time

After 1800 hours	2 weeks @ 4% gross earnings
After 9000 hours	3 weeks @ 6% gross earnings
After 18,000 hours	4 weeks @ 8% gross earnings
After 27,000 hours	5 weeks @ 10% gross earnings

17.02 Vacation time and Vacation Dollars are accrued and calculated separately. Vacation pay is accrued on each pay in the current year, for payment in the next year.

- a) The vacation year shall be deemed to be the first pay of each calendar year to the last pay of the same calendar year. (January 1 - December 31)
- b) A week of vacation shall be defined as seven (7) consecutive calendar days, regardless of the number of days an Employee is scheduled to work in the week.
- c) Vacations must be taken and cannot be carried over to the next year. Employees cannot work and draw double pay.
- d) Once the Employee's vacation period is approved, it shall not be changed without the consent of the Employee and the Employer.

Employees will be granted their higher entitlement on the anniversary date pro- rated for the balance of the vacation year.

17.03 Vacation Pay on Termination

An Employee terminating her employment at any time in her vacation year shall be paid out any outstanding accrued vacation pay.

17.04 Vacations shall be granted first on the basis of seniority, provided requests are submitted in accordance with vacation request provisions. After this period, they shall be granted on a first come first serve basis, if more than one request submitted at the same time, seniority shall govern the granting of vacation.

17.05 Preference in Vacations

Vacations shall be granted first on the basis of seniority. Provided requests are submitted as follows:

For vacations falling in June, July and August, vacations requests must be made no later than April 15th. Employees must state their first and second choice. The vacation schedule for this period shall be posted no later than May 15th. Vacation schedules shall not be changed unless mutually agreed to by the Employee and the Employer.

Vacation submitted after April 15th shall be on a first come first serve basis. All requests shall be submitted two (2) weeks prior to the posting of the schedule in which the time off is requested and such requests shall be granted in order of date of request.

Normally vacations will not be granted between December 15th and January 5th

17.06 Unbroken Vacation Period

An Employee shall be entitled to receive her vacation in an unbroken period of two weeks during prime vacation time, unless otherwise mutually agreed upon between the Employee concerned and the Employer.

17.07 Vacation Carry Over

An employee may request to carry over one (1) week of vacation into the following vacation year provided they make their request in writing by December 1st. Such requests will be granted based upon the operational needs of the residence but will not be unreasonably denied. Any carried over vacation must be taken by April 1, or it will be automatically paid out.

ARTICLE 18 - SICK LEAVE

18.01 Sick Leave Defined

Sick leave means the period of time a full time Employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under Workplace Insurance Coverage.

18.02 Amount of Sick Leave

Sick leave shall be earned on the basis of one-half($\frac{1}{2}$) day for every 162.5 hours worked to a maximum of 8 days for the 2020 calendar year and 9 days thereafter. Eligible Employees will be entitled to carry over a maximum of two (2) days to the immediate calendar year in which such sick days were earned.

18.03 Proof of Illness

The Employer reserves the right to request a proof of illness within reason.

18.04 Notification to Employer

An Employee who is unable to report for duty on her scheduled shift shall notify the Employer of this fact in advance of the commencement of her scheduled shift. An Employee who is absent on the afternoon or night shift due to personal illness must notify the Employer at least three (3)-hours prior to the commencement of her scheduled shift. An Employee who is absent on the day shift due to personal illness must notify the Employer at least one (1) hour prior to the commencement of her shift. This requirement shall be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond her control.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The Employer at its discretion, may grant leave of absence, without pay to any Employee for legitimate personal reasons. Such requests must normally be in writing at least two weeks (2) prior to the start of such absence and will be replied to in writing. An exception to the above would be considered for emergency situations. For any absence in excess of four (4) weeks, seniority will be adjusted for the total period of absence. Granting of leaves is subject to the operations of the Employer.

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 carry on discussions or negotiations with the Employer, or with respect to a grievance provided that Employees shall be required to obtain the permission of the Employer before leaving their work to attend to union business.

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 a leave of absence with pay and benefits and without loss of seniority subject to the operations of the Home. The Union shall reimburse the Employer for receipt of such pay and benefits. Such leave must be applied for at least two weeks (2) in advance, and all leaves for all Employees shall not exceed thirty (30) working days per year.

19.04 Leave of Absence for Full-Time Union or Public Duties

An Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority. For a maximum of 1 year. The Employee shall provide as much notice as possible, but no less than 4 weeks in writing.

19.05 Bereavement Leave

An Employee shall be granted up to four (4) consecutive days leave, without loss of pay, immediately following the death of a parent, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law, sister in law, brother in law or grandparent.

Note: step-children are included in child. Spouse includes same sex partner and common-law partner who has cohabitated with the Employee for at least a continuous period of one (1) year.

An Employee may request leave under the personal leave of absence clause if greater time is required. Such leave may be granted giving full consideration to the operational needs of the Employer

19.06 Pregnancy and Parental Leave

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

When the Employee returns to work after such leave, she shall provide the Corporation with at least two (2) weeks notice. On return to work, the Employee shall be placed on the same job as at the time of commencement of such leave. An Employee shall maintain full seniority status, for benefit purposes, and continue to accumulate seniority.

During the period of leave, the Employer shall continue to pay the Employer's portion of benefits as prescribed by the employment standards act, provided the Employee continues to pay their portion. An Employee shall maintain full seniority status, as per employment standards act.

19.07 Jury or Court Witness Duty

When an Employee is required to serve on a jury, he/she shall be relieved of his/her duties for such time as may be required. It is the Employee's responsibility to come in to work at any time during the week that he/she is not actually required for jury duty. The Employee shall notify the Employer immediately on receiving notification and provide proof of service requiring his/her attendance.

An Employee shall only be paid for a maximum of ten (10) days if called for jury duty, all other time off shall be as an unpaid leave of absence.

19.08 Effect of Absence

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

- a) During an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) calendar days, except medical leave, Pregnancy/Parental provisions, seniority and services shall be suspended for the period that exceeds thirty (30) calendar days; previous accumulated service and seniority will be preserved at the level in place 30 calendar days following the date the leave commenced.
- c) Notwithstanding this provision, seniority and service shall accrue during Pregnancy/Parental Leave for a period of twelve (12) months.

d) Notwithstanding this provision, seniority, and service shall accrue if an Employee's absence is due to injury within the facility covered by the Workplace Disability Insurance.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Shift Premium

The Employer agrees to continue with the nights shift premium of one dollar five cents (\$1.05) per hour to Employees for each hour worked between the hours of 11 pm to 0700 am.

Weekend Premium

One full pay period after ratification, the Employer shall pay a weekend premium of fifteen cents (\$0.15) for all hours worked between Friday at 11:00 p.m. and Sunday at 11:00 p.m. and shall be in addition to the regular shift premium.

Effective February 1, 2022, increase the weekend premium by five (\$0.05) cents to twenty (\$0.20) cents.

20.02 Pay Days

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

On each payday each Employee shall be provided with an itemized statement of her wages.

In the event of an error on an Employees pay cheque, equal to or greater than an average days pay, and if the payment is an underpayment -the Employer shall make every effort to provide the Employee with a cheque as soon as practical (no later than 3 business days) following the date the Employee brought the error to the Employers attention, unless otherwise mutually agreed between the Employee and the Employer. If the error is an overpayment, the Employee shall provide the Employer with a cheque for the full amount owing or other arrangements that is agreeable to the Employer and the Employee. Errors for lesser amounts will normally be corrected on the next pay.

20.03 Responsibility Allowance for Work Outside the Bargaining Unit

When the Employer temporarily assigns an Employee to carry out the responsibilities of a salaried Employee outside of the bargaining unit for a period in excess of ½ shift, the Employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

20.04 Payment for In Service

The Employer agrees to pay Employees who are required by the Employer to attend in-service sessions or staff meetings 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.

It shall not be a requirement for Employees to do training on unpaid lunches and breaks.

The Employer agrees that mandatory training modules will be scheduled during an Employee's normal working hours.

The Employer will offer free enrollment for those Employees requiring certification in Food handler and CPR Courses on site. An Employee unable to attend will be responsible for maintaining their certification.

20.05 Uniform Allowance

All Employees are required to comply with the dress code of the department home. Employer will maintain current practice for 2015-2016 below:

When required to wear a uniform, the current practice will continue Employees will be reimbursed as follows: Full-time Employees up to \$100.00 per year; part-time Employees up to \$60.00 per year for the purchase of uniforms with the presentation of receipts.

Effective January 1, 2017:

All Employees are required to comply with the dress code of the department and home.

Full-time Employees in all classifications except Chef/Cook shall be provided with three (3) uniform tops per year.

Part-time Employees in all classifications except Chef/Cook shall be provided with two (2) uniforms tops per year.

Where an Employee is required to have an apron, the Employer shall provide at no cost to the Employees.

The Employer agrees to continue its practice of laundering the Chef coat at no cost to the Employee.

Probationary Employees will be provided with two (2) uniforms tops upon hire.

20.06 RPN - Recent and Related Experience

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of year

two (2) on the wage grid. Part-time service shall be recognized on the basis of eighteen hundred hours (1800) paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired Employee to provide proof of recent experience and related experience in order to be considered for a salary increment, and if the RPN fails to do so she shall not be entitled to recognition. Such movement on the grid shall only be effective the full payroll immediately following the date of submission of proof of experience.

Once the RPN is placed at the experience level, she will progress on the grid in accordance with the collective agreement. (pt = 1 year for 1800 hours/ft anniversary).

20.07 Where an employee is temporarily assigned in a higher paying position for at least one (1) full shift, the employee shall receive the rate for the higher paying position.

ARTICLE 21 - EMPLOYEE BENEFITS

The Employer agrees that the current level of benefits as per the booklet provided to the Union dated March 11, 2010 shall be maintained.

21.01 Extended Health Care Benefits

The Employer shall provide full-time Employees who have completed their probationary period with an Extended Health Care Plan. The Employer shall pay one hundred per cent (100%) of the premiums.

Eligible Expenses (Benefit year January 1 - December 31)

- i. Life Insurance - \$25,000 maximum - \$10,000 for Part Time employees (two full pay periods after ratification)
- ii. AD & D - \$25,000 maximum
- iii. Drugs (drug card, for use in Canada). The reimbursement for prescribed drugs covered by the plan will be based on the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulated in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.
- iv. Maximum of \$300.00 per person per lifetime for smoking cessation medication.
- v. Paramedical: Services of a licensed Chiropractor, Osteopath, Podiatrist, Chiropodist, Speech Therapist, Massage Therapist, Naturopath, Physiotherapist, Psychologist, Acupuncturist, to a maximum of \$300.00 per person per benefit year, per specialty.

- vi. Vision Care: Up to \$250.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery. Effective two full pay periods after ratification increase vision entitlement by twenty five (\$25.00) to two hundred and seventy five dollars (\$275) per twenty-four (24) months.
- vii. Presently in effect: The employer will pay 100% for one eye exam within any twenty-four (24) consecutive month period.

21.02 Dental Benefits

The Employer shall provide all Employees who have completed their probationary period with a Dental Plan. The Employer shall pay fifty percent (50%) of the premiums.

Eligible Expenses

(Current ODA, fee guide as adjusted from time to time; benefit year: January 1 - December 31)

80% for Level I - Basic Services

80% for Level II - Supplementary Basic Services

21.03 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. The union and the Employees shall be provided with 30 days notice.

The Employer shall continue to pay its portion of premiums for insured benefit plans, provided Employees continue to pay their portion, as follows:

- i. While on paid leave of absence less than 30 days.
- ii. While on pregnancy and parental leave as required by the Employment Standards Act.
- iii. While receiving Workplace Safety insurance for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.

ARTICLE 22 – PENSION NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

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

22.01 "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 and similar payments 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.

22.02 Each eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to two and a half percent (2.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to two and a half percent (2.5%) of applicable wages to the plan.

Effective February 1, 2023, each eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to three percent (3%) of applicable wages to the plan.

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.

22.03 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.

22.04 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 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.

- 22.05 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 P-8 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 reasonable cost to the Plan.

Such information shall be provided only on enrolment of an Employee or with the monthly remittances.

Any additional information requested beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

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

- i. To be Provided Once Only at Plan Commencement
 - a) Date of Hire
 - b) Date of Birth
 - c) Date of first Contribution
 - d) Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculation past service credit)

- ii. To be Provided with each Remittance
 - a) Name
 - b) Social Insurance Number
 - c) Monthly remittance
 - d) Pensionable Earnings
 - e) Year to date Contributions

- f) Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii. To be Provided once, and it Status Changes:
 - a) Address as provided to the Home
 - b) Termination date when applicable
- iv. To be Provided Once, if they are Readily Available
 - a) Gender
 - b) Marital Status

ARTICLE 23 - TECHNOLOGICAL CHANGES

23.01 Technological and Other Changes

The Employer will notify the Union and its Employees at least fourteen (14) days in advance of any technological or other change, which the Employer plans to introduce that will significantly change the status of the Employees within the bargaining unit.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

24.02 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and her rights and duties under it. The parties shall find the most cost effective means of printing the collective agreement and will share the cost.

25.03 Plural or Feminine Terms May Apply

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

ARTICLE 25 - TERM OF AGREEMENT

25.01 Effective Date

The term of this Agreement shall be from February 1, 2021 to January 31, 2024 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment

25.02 Retroactivity

Increase to the wages shall be retroactive to February 1, 2021. Where Employees either have left the employ of the Employer and/or have entered into the employ of the Employer between February 1, 2021 and January 31, 2024 they shall be entitled to the pro-rated amount of such payments.

The Employer will provide all retroactivity within three (3) full pay periods following the Interest Arbitration Award and/or receiving written notice of ratification.

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. It is understood that failure to notify the employer within the 30 day period will forfeit the former employee's entitlement to retro. The Union shall receive a copy of all notices sent to former Employees.

Dated this 31st day of January, 2022.

Signed on behalf of the
Canadian Union of Public Employees
and its Local 5107

CAROL Farrar
CAROL Farrar (Mar 13, 2022 19:45 EDT)

TRR
Tracey Robinson (Mar 21, 2022 15:45 EDT)

Signed on behalf of
Traditions of Durham

Gregory Hives
Gregory Hives (Feb 22, 2022 15:57 EST)

Jeffrey Wood
Jeffrey Wood (Feb 24, 2022 09:24 EST)

shaneke brissett
shaneke brissett (Mar 10, 2022 12:01 EST)

Local 5107 - Traditions of Durham Wages – Schedule A

			Add 2% Feb 1, 2021	February 1, 2021 Add 60 cents to all	Add 2% Feb 1, 2022	Add 20 cents Feb 1, 2022	Add 2% Feb 1, 2023
PSW	Start	14.37	14.66	15.26	15.56	15.76	16.08
	450	14.99	15.29	15.89	16.21	16.41	16.74
	Year 1	15.62	15.93	16.53	16.86	17.06	17.40
	Year 2	16.24	16.56	17.16	17.51	17.71	18.06
		Expiry	Add 2% Feb 1, 2021	February 1, 2021 Add 40 cents to start Add 20 cents to the rest	Add 2% Feb 1, 2022	Add 2% Feb 1, 2023	
RPN	Start	22.05	22.49	22.89	23.35	23.82	
	450	22.85	23.31	23.51	23.98	24.46	
	Year 1	23.64	24.11	24.31	24.80	25.30	
	Year 2	24.44	24.93	25.13	25.63	26.14	
		Expiry	Add 2% Feb 1, 2021	February 1, 2021 Add 40 cents to start Add 20 cents to the rest	Add 2% Feb 1, 2022	Add 2% Feb 1, 2023	
Server	Start	14.25	14.54	14.94	15.23	15.54	
	Year 1	14.86	15.16	15.36	15.66	15.98	
	Year 2	15.45	15.76	15.96	16.28	16.60	
		Expiry	Add 2% Feb 1, 2021	February 1, 2021 Add 40 cents to start Add 20 cents to the rest	Add 2% Feb 1, 2022	Add 2% Feb 1, 2023	
Dishwasher	Start	14.25	14.54	14.94	15.23	15.54	
	Year 1	14.50	14.79	14.99	15.29	15.60	
	Year 2	15.09	15.39	15.59	15.90	16.22	
		Expiry	Add 2% Feb 1, 2021	February 1, 2021 Add 40 cents to start Add 20 cents to the rest	Add 2% Feb 1, 2022	Add 2% Feb 1, 2023	
Housekeeper	Start	14.25	14.54	14.94	15.23	15.54	
	Year 1	14.87	15.17	15.37	15.67	15.99	
	Year 2	15.47	15.78	15.98	16.30	16.62	
		Expiry	Add 2% Feb 1, 2021		Add 2% Feb 1, 2022	Add 2% Feb 1, 2023	
Cook	Start	16.97	17.31		17.66	18.01	
	450	17.71	18.06		18.43	18.79	
	Year 1	18.45	18.82		19.20	19.58	
	Year 2	19.19	19.57		19.97	20.36	
		Expiry	Add 2% Feb 1, 2021		Add 2% Feb 1, 2022	Add 2% Feb 1, 2023	
Red Chef	Start	19.26	19.64		20.03	20.43	
	450	20.10	20.50		20.91	21.33	
	Year 1	20.93	21.35		21.78	22.21	
	Year 2	21.77	22.20		22.64	23.09	

Local 5107 - Traditions of Durham Wages – Schedule A

		Expiry	Add 2% Feb 1, 2021		Add 2% Feb 1, 2022	Add 2% Feb 1, 2023	
Guest A	Start	14.37	14.66		14.95	15.24	
	450	14.99	15.29		15.59	15.90	
	Year 1	15.62	15.93		16.25	16.57	
	Year 2	16.24	16.56		16.89	17.23	
		Expiry	Add 2% Feb 1, 2021	February 1, 2021 Add 40 cents to start Add 20 cents to the rest	Add 2% Feb 1, 2022	Add 2% Feb 1, 2023	
Rec Assistant	Start	16.01	16.33		16.66	16.99	
	450	16.70	17.03		17.37	17.72	
	Year 1	17.38	17.73		18.08	18.84	
	Year 2	18.08	18.44		18.80	19.18	
		Expiry	Add 2% Feb 1, 2021		Add 2% Feb 1, 2022	Add 2% Feb 1, 2023	
Maintenance	Start	16.80	17.14		17.48	17.83	
	450	17.51	17.86		18.22	18.58	
	Year 1	18.23	18.59		18.97	19.35	
	Year 2	18.94	19.32		19.71	20.10	
		Expiry	Add 2% Feb 1, 2021		Add 2% Feb 1, 2022	Add 2% Feb 1, 2023	
Student	Start	13.15	13.41				
	Year 1	13.15	13.41				
	Year 2	13.15	13.41				
Student over 18	Start	14.25	14.54		14.83	15.12	

To be added to Schedule A:

- 1) UCP – where an employee is assigned the responsibility to administer medication and function as a UCP, s/he will be paid a premium of \$1.00 per hour.
- 2) Note: premiums do not form part of the hourly rate

February 1, 2021 2.00% wage increase to all classifications
 February 1, 2022 2.00% wage increase to all classifications
 February 1, 2023 2.00% wage increase to all classifications.