



COLLECTIVE AGREEMENT

Between

Harrowood Seniors Community
(hereinafter referred to as the Employer)

and

The Canadian Union of Public Employees
And its Local 3419
(hereinafter referred to as the Union)

JANUARY 1, 2023 – DECEMBER 31, 2025

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ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees at the Harrowood Seniors Community save and except supervisors and persons above the rank of supervisor, and Secretary to the Administrator.
- 1.02 The term employee(s) as used in this Agreement shall mean a person(s) for whom the Union is sole and exclusive bargaining agent.
- 1.03 The Employer will not enter into any other agreement or contract with the employees either individually or collectively which will conflict with the provisions of this Agreement.
- 1.04 Students shall mean a person attending school, college or university on a full-time basis and only when no permanent employee has been laid off. Students shall not be scheduled for more hours **in a posted schedule period** than any permanent employee willing and able to work such hours nor shall they have been called in until qualified permanent employees have been given the opportunity to accept such hours at straight time.

Students shall be paid the start rate of the classification (except for orientation) for which they have been employed and shall not receive any benefits under this Agreement save except for statutory provisions e.g. vacation, W.S.I.B., C.P.P., E.I.

ARTICLE 2 – RESERVATIONS TO MANAGEMENT

- 2.01 The Union recognizes the right of the Employer to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee, for just cause, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 2.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. Where the Employer makes and/or alters rules and regulations, such rules and regulations shall not be inconsistent with provisions of this Agreement.

ARTICLE 3 – DEDUCTION OF UNION DUES

- 3.01 The Employer will deduct from the pay of each employee such dues and other assessments as are authorized by the Union.

- 3.02 Not later than the 20th day of the month following the month during which such dues and other assessments were deducted, the Employer will remit those monies to the National Secretary-Treasurer of the Union.
- 3.03 Together with the dues remittance the Employer shall provide a list of all employees from whose wages dues have been deducted, the amount so deducted, and whether the employee worked eighty-five (85) hours or more in the calendar month for which the dues or other assessments were deducted.
- 3.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 3.05 Monthly dues and other assessments deducted from the employee's pay and remitted to the Union shall be indicated on the employee's income tax (T4) slips.
- 3.06 During the probationary period, a representative of the Union shall be entitled to a reasonable period of time within regular working hours to interview new employees. Such interview shall not exceed fifteen (15) minutes.

It is agreed that if more than one probationary employee would be affected, the Employer can schedule the meetings simultaneously.

- 3.07 Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by virtue of their membership, or non-membership, in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this agreement.

The Employer and the Union further agree that they will adhere to the provisions of the governing legislation of Ontario and the Human Rights Code which prohibits discrimination with respect to employment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, **gender identity**, age, record of offences, marital status, family status, or disability.

ARTICLE 4 – NO STRIKES – NO LOCKOUTS

- 4.01 The parties to this Agreement recognize that they have a responsibility to the residents and the public for the continuance of uninterrupted service. Therefore, the Employer will not cause or direct any lockout of its employees and the Union will not cause or direct any strike or collective action which will interfere with or in any way impair the services of the Employer.
- 4.02 Definition of the terms "strike and lockout" as used in 4.01 above shall be in accordance with the Ontario Labour Relations Act and amendments thereto.

- 4.03 The Employer shall not contract out any work normally performed by members of the bargaining unit if, as a direct result of such contracting out, a lay-off of any employee(s) results.
- 4.04 Persons whose jobs paid or unpaid are not in the bargaining unit will not perform work normally and customarily performed by employees except in emergencies, for the purposes of training for a minimal amount of time, or in circumstances agreed to by the parties, or circumstances where members of the bargaining unit are not reasonably available. This article does not apply to those services that the resident chooses to receive off-site and respite care which is paid for by the resident and/or family.

ARTICLE 5 – REPRESENTATION

- 5.01 The Union shall appoint, or otherwise select, up to three (3) stewards one (1) of whom shall be the Chief Steward.
- 5.02 The Union will give written notification to the Employer within three (3) working days of the names of the Stewards, and their replacements from time to time.
- 5.03 The Union shall appoint, and the Employer shall recognize a negotiating committee not to exceed three (3) members.
- 5.04 The Union recognizes that each steward has regular duties to perform, and is responsible for those duties in the same manner as any other employee. Therefore the Union agrees that a steward will not leave his/her work during working hours without first obtaining the permission of his/her supervisor. In turn, the Employer agrees that provided the needs of the residents are met, the steward requests approval to leave from the supervisor when they will be leaving, indicates the absence is due to Union business, indicates the anticipated duration, and advises the supervisor upon their return to work, such permission will not be unreasonably withheld.
- 5.05 An employee shall have the right to have his/her steward present at any discussion with supervisory personnel where the employee will be disciplined. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview.
- 5.06 At any step of the grievance procedure, both the Union and the Employer have the right to have representatives employed outside the facility attend and participate in any meetings.

- 5.07 A Union representative shall not suffer any loss of pay, benefits or seniority while attending any meetings with the Employer during contract negotiations (not including arbitration), grievances, and labour management meetings, provided they were scheduled to work.

ARTICLE 6 – COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE

6.01 Complaint Procedure

1. It is understood that any employee may raise a verbal complaint with his/her supervisor, provided the complaint is raised within five (5) days of the circumstances giving rise to the complaint.
2. A complaint is any matter arising out of the employment relationship, regardless if such matter would be a grievance within the meaning of this Collective Agreement.
3. At the request of the employee or the Supervisor, a steward may attend any meeting.
4. A response to the complaint will be given as promptly as reasonably practicable, but not later than five (5) days following the original meeting.
5. Failing satisfactory resolution of the complaint, and provided the complaint is a grievance as hereinafter defined, the complaint may be processed through the grievance and arbitration procedure.
6. The parties agree that it is not necessary to initiate grievances by following this process, but neither party is prejudiced however if a grievance is referred through the complaint process before being referred to the grievance process.

6.02 Grievance Procedure

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.

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

1. Where an employee believes they have a grievance under this Collective Agreement, the employee will first submit the grievance to his/her steward.
2. Where the steward and/or the grievance committee consider the employee has a legitimate grievance, that grievance will then be

processed in accordance with the specified grievance procedure, provided however, that the Employer may decline to consider any grievance which is lodged more than five (5) working days after the cause of the grievance should have become known to the employee.

- 6.03 The Grievance Committee will submit the grievance to the employee's supervisor with a written statement of the particulars of the grievance and the redress sought. The supervisor shall render his/her decision within five (5) days after receipt of such notice.
- 6.04 Failing settlement being reached in 6.03, the Grievance Committee will submit the written grievance to the administrator, who shall arrange within five (5) days a meeting to discuss the grievance. The administrator shall render his decision within five (5) days of the meeting.
- 6.05 At the request of either party it is agreed that a staff representative of the Canadian Union of Public Employees or a representative of the Employer can be present at the meeting allotted for in 6.04 above.
- 6.06 Failing a satisfactory settlement being reached in 6.04, the Union may refer to the dispute to arbitration. The processing of a grievance to arbitration must be taken within ten (10) days following the receipt of the reply under Article 6.04.
- 6.07 Where dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance it may be submitted at **Step 2** in accordance to Article 6.04.
- 6.08 In the event of an appeal to an arbitrator under this Article, a full-time representative of the Union will, on request made to the Administrator, be permitted to view any operation which is to be the subject of review by the arbitrator in the hearing before him on such appeal.
- 6.09 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party to the agreement, along with the name of at least one proposed individual to act as a sole arbitrator. The other party shall respond within ten (10) days, either accepting a proposed arbitrator or proposing at least one alternative.
If the parties fail to mutually agree to appoint a sole arbitrator within thirty (30) calendar days following receipt of the referral, a party may submit a request to the Ministry to have one appointed.
- 6.10 The decision of the arbitrator shall be final and binding.
- 6.11 The arbitrator shall not alter, add to, subtract from, modify or amend any part of this agreement. This shall not prevent him/her from setting aside or modifying a penalty which he/she considers to be unjust or unreasonable.

- 6.12 The expense of the arbitrator, if any, shall be borne in equal shares by the Employer and the Union. The shares shall be paid direct to the **arbitrator** by each party.
- 6.13 Any employee, who has been discharged from employment shall have the right to file a grievance with the Employer, not later than the third day following such discharge and this matter shall be dealt with **at Step 2** under Article 6.04.
- 6.14 Days as defined in this Article and Agreement shall not include Saturdays, Sundays, and Statutory Holidays, unless the term "calendar days" is used..

ARTICLE 7 – SENIORITY

- 7.01 (a) Seniority for full-time employees shall be defined as and shall accumulate on the basis of length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.
- Seniority for part-time employees shall be defined as and shall accumulate on the basis of hours worked in the bargaining unit and shall include hours worked with the Employer prior to the certification or recognition of the Union. For the purpose of equating part-time seniority with full-time seniority, 1775 hours worked by a part-time employee shall equal one (1) year of full-time service.
- (b) Upon ratification of a renewed Collective Agreement, the Employer need only post a seniority list as it is reflected in Article 7.05.
- (c) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, in the manner specifically set out in other provisions of this Agreement.
- 7.02 A newly hired employee shall be considered a probationary employee, and will have no seniority rights until after he/she has completed six (6) months of employment. The termination of a probationary employee's employment does not require just cause and is not arbitrable unless it is alleged the termination is arbitrary, discriminatory or done in bad faith. Probationary employees shall otherwise be entitled to all provisions of this Collective Agreement, except where they are specifically excluded. Having completed this probationary period, an employee's seniority shall be considered to include time worked during the probationary period.

- 7.03 Seniority shall be lost and employment will be deemed to be terminated if:
- (a) The employee resigns or retires;
 - (b) The employee is discharged and such discharge is not reversed through the grievance and arbitration procedure;
 - (c) The employee, without reasonable cause, fails to notify the Employer, within three (3) days of receipt of a recall notice, of his/her intention to return to work, or, if himself/herself available for work within five (5) days of the receipt of a recall notice. Recall notices shall be dated for the same day they are mailed, by registered mail, or by other certified delivery service. They shall be considered to be delivered three (3) days following the date of the letter;
 - (d) The employee overstays a leave of absence or vacation without reasonable cause;
 - (e) The employee is absent from work for a period of two (2) days or more, and fails to notify the Employer of the absence, and the reasons therefore, and such absence, and failure to notify, is without reasonable cause;
 - (f) The employee is laid off for twenty-four (24) consecutive months;
 - (g) The employee is absent from work due to illness or injury for a period of twenty-four (24) months with no reasonable prospect of returning to work in the near future.
- 7.04 Where an employee is absent from work due to an injury or illness deemed compensable by the Workplace Safety and Insurance Board, seniority will continue to accumulate, and employment will not be deemed to be terminated provided it is reasonable to expect that the employee will be able to return to work. While an employee is absent from work due to compensable injury or illness, then no benefits are available to them except those premium based benefits in which they were enrolled at the time they were first absent. Provided the employee continues to pay his/her share (if any) of the premium, then the Employer will continue to pay its share of the premium for the twelve (12) months following the date of the injury. Thereafter the benefit is available if the benefit provider permits and the employee pays the entire premium.
- 7.05 Seniority lists will be revised and posted in January and July of each year. For full-time employees it shall be referred to as length of service, for part-time employees it shall refer to hours worked. A copy will be provided to the Recording Secretary of the Union.

- 7.06 To calculate the seniority of employees who are absent from work, the average number of hours working in the four (4) pay periods immediately preceding the pay period in which the absence began shall be used.

ARTICLE 8 – LAYOFF AND RECALL

- 8.01 A layoff occurs when a reduction in the available work requires a reduction in the workforce or a reduction in the regular hours of work, and such reduction cannot be accomplished in consultation between the Employer, the Union, and the employees. In the case of a reduction in hours of work the Employer shall give notice within a reasonable amount of time.
- 8.02 In such circumstances, the Employer shall first terminate the employment of temporary employees and layoff probationary employees in the classification(s) of work in which the reductions are taking place, provided those remaining are willing and qualified to perform the available work.
- 8.03 In the event of further layoff the Employer shall layoff employees in the reverse order of their seniority within their classification provided those remaining are willing and qualified to perform the available work.

An employee who has been given Notice of Layoff shall have the option of transferring into any position/classification held by an employee with less seniority provided he/she has the skill, ability and competence to perform the necessary work.

- 8.04 Employees shall be recalled to their former classification in the reverse order of their layoff, provided those remaining are willing and qualified to perform the available work.
- 8.05 New employees shall not be hired until employees on layoff, who are willing and qualified to perform the work available, are offered an opportunity of recall.
- 8.06 The Employer shall give notice of recall by registered mail, or by some other certified delivery service, addressed to the last address of record with the Employer. The notice of recall shall indicate the date and time in which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- 8.07 (a) The Employer shall give each Employee who is to be laid off, notice in writing of such layoff in accordance with the requirements of the Employment Standards Act 2000. The Employment Standards Act 2000 will be deemed to be amended to provide notice to all affected employee as follows:

If her service is greater than 9 years: 9 weeks notice
If her service is greater than 10 years: 10 weeks notice
If her service is greater than 11 years: 11 weeks notice
If her service is greater than 12 years: 12 weeks notice

- (b) The Employer will endeavour to provide the Union with six (6) weeks notice of layoff if such layoff is of a permanent or long term nature. Such notice is not in addition to the notice provided to individual employees.

8.08 Grievances concerning layoffs and recall shall be submitted to the Administrator at Step 2 in accordance with the grievance procedure.

8.09 Provided the employee continues to pay his/her share (if any) of the premium based benefits in which they were enrolled at the time of the layoff the Employer will continue to pay its share of the premium based benefits for the month in which the lay-off occurred and for one (1) subsequent month. Following this the employee may elect to continue to enrol in the premium based benefits for the duration of the lay-off provided the benefits provider permits and the employee pays one hundred percent (100%) of the cost of the premium based benefits.

ARTICLE 9 – TRANSFERS AND PROMOTIONS

9.01 (a) When a position is created, or when a vacancy occurs, the Employer shall post such position for one (1) week. The posting notice shall indicate when the posting closes, and no applications shall be accepted or considered after the posting closes. The posting notice shall indicate the normally required hours and shifts to be fulfilled in the position.

(b) When a full-time position is temporarily vacant for forty-five (45) days or more, the position will be posted and filled in accordance to Article 9.02 and Article 9.03.

(c) If a part-time employee is selected to fill a position from 9.01 (b) above, they will continue to be treated for all purposes as a part-time employee.

(d) Any employee who has been selected to fill a temporary vacancy is not eligible to apply for any other temporary vacancy unless that temporary vacancy would not be available until the employee had completed their current temporary vacancy.

9.02 Applications for job vacancies will be accepted from all employees within the bargaining unit.

- 9.03 Provided the employee possesses the skill and qualifications necessary to perform the work, seniority shall be the determining factor in transfers and promotions.
- 9.04 The successful applicant will be notified within four (4) days of the closing of the posting, and will be placed into the vacancy as soon as practical once the position becomes available.
- 9.05 Notification of the successful applicant shall be posted on the Employer's bulletin board for a period of not less than one (1) week upon the successful applicant being notified in accordance with Article 9.04.
- 9.06 (a) An employee transferred to a job in a higher rated category shall receive pay in the higher category at the same grid level from the position they are transferring from.
- (b) If an employee is transferred to a lower rated job group due to a reduction of staff, inability to perform his/her work as required, at the employee's request, the employee will receive the pay in the lower category at the same grid level for the group from which he/she was transferred. Job seniority for pay purposes shall include seniority on the job he/she is being transferred from.
- 9.07 Transfers and promotions are subject to a thirty (30) shift trial period.

If during that trial period the employee does not perform his/her duties to the **Employer's** satisfaction, or if the position is not satisfactory to the employee, he/she will be returned to his/her former position, as will any other employee transferred or promoted as a result of the first **transfer or promotion**.

ARTICLE 10 – LEAVE OF ABSENCE

- 10.01 An employee desiring a leave of absence shall make application to his/her Supervisor, if possible, four (4) weeks in advance. All requests for leave of absence shall be dealt with by the Administrator within five (5) working days of receipt of the request by him/her and such leave will not be unreasonably withheld.
- 10.02 An employee of the Employer who becomes a full-time officer of the Union shall be granted leave of absence without pay by the Employer so long as he/she continues to be a full-time officer of the Union.
- 10.03 An employee who is elected to public office shall be granted a leave of absence without pay by the Employer for a period up to one (1) year. Such leave shall be

renewed each year, during this term of office, on request in writing to the Administrator.

10.04 Seniority shall accumulate during the period of any approved leave of absence except as specified.

10.05 Employees shall be granted leaves of absence without pay not exceeding ten (10) days per calendar year for purposes of acting as delegates at Union conventions or seminars. The Union herein recognizes the Employer's obligations with respect to staffing the home, and to that end agrees that not more than a total of two (2) employees from different shifts shall be granted such leave at any one time.

The Employer agrees to pay individual employees on a leave of absence pursuant to this Article their regular wages, and continue all benefits, service and seniority. The Employer will then bill the Union for the amount of the wages.

Requests for leave under this article will be made by the Union president, or her designate, with four (4) weeks' advance notice where possible, but in no case shall less than two (2) weeks' advance notice be provided.

10.06 Pregnancy and Parental Leave

Requests for a leave of absence for reasons of pregnancy and/or parental leave shall be granted in accordance with the *Employment Standards Act, 2000*, S.O. 2000, c.41 and all amendments thereto. Parties are advised to review the Act itself to ensure proper compliance. The following shall serve as a guide of the *Employment Standards Act, 2000*, S.O. 2000, c.41 provisions that are effective on the date of ratification:

- (a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks preceding the expected birth date, shall be entitled to pregnancy leave of up to seventeen (17) weeks in duration, which leave may begin no earlier than seventeen (17) weeks before her due date and the day on which she gives birth or no later than her due date and the day on which she gives birth.

The employee shall give written notice two (2) weeks to the Administrator prior to the date upon which she intends to commence the pregnancy leave and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If an employee stops working because of complications caused by her pregnancy, the notice and certificate referred to above shall be provided within two (2) weeks of stopping work.

The pregnancy leave of an employee which is not entitled to take parental leave ends on the later of the date that is seventeen (17) weeks after the

pregnancy leave began or the day that is twelve (12) weeks after the birth. An employee may end the pregnancy leave by giving the Employer at least four (4) weeks written notice to the Administrator.

- (b) An employee who has been employed for at least thirteen (13) weeks and who has become a parent either through the birth of their child or the coming of the child into the custody, care and control of the employee for the first time, is entitled to, up to sixty-one (61) weeks of parental leave if the employee took pregnancy leave or up to sixty-three (63) weeks of parental leave if the employee did not. Such leave must commence within seventy-eight (78) weeks of the day the child was born, or came into the custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time. An employee must give two (2) weeks notice to the Administrator of the commencement of parental leave unless the child comes into the custody, care and control of the employee sooner than expected, in which case, notice must be given to the Administrator within two (2) weeks of stopping work. An employee may end parental leave at any time by providing at least four (4) weeks written notice to the Administrator.

- (c) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later dated on the provision of at least two (2) weeks notice to the Administrator.

Where notice to end a pregnancy or parental leave has been given, that notice may be changed if the employee gives at least four (4) weeks written notice to the Administrator.

- (d) Employees will continue to be enrolled in the benefit plan(s) outlined in the Collective Agreement in which they are enrolled at the time of leave.. During an employee's leave, the Employer shall continue to make its contributions for these plans, unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions if any. If the employee has an outstanding balance for their portion of the premiums in excess of two (2) months, benefits coverage will be terminated for the duration of the leave. Provided the benefit provider permits, benefits will be reinstated with no waiting period or late applicant provision upon the employee returning to work from the leave.
- (e) An employee will continue to accumulate seniority during pregnancy leave and/or parental leave. Where seniority is calculated based on hours worked, it shall be determined using the four (4) complete pay periods wherein the employee has worked prior to the leave commencing.

- (f) Upon the conclusion of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee had worked throughout the leave.

10.07 Jury Duty or Court Witness

The Employer shall grant leaves of absence without loss of seniority to any employee who is called as a juror or witness in any Canadian or American court. Any employee who is called as Juror or Court Witness in a Canadian or American court shall be paid her normal rate of pay while serving in such capacity, from the establishment in the normal pay period with agreement she returns to the Employer all monies received for serving in the capacity less any actual expenses reasonably incurred. The employee will present proof of service, expenses and the amount of pay received.

- 10.08 Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Employer.

ARTICLE 11 – LABOUR/MANAGEMENT COMMITTEE

- 11.01 A Labour/Management Committee will be established. The Committee will consist of representatives of both the Union and the Employer. The Committee shall establish its own rules of procedure, except as provided herein.

- 11.02 The Committee shall not deal with any matter that is the subject of a grievance or arbitration, or a matter that is properly before the Health and Safety Committee. The Committee has no power to amend the terms and conditions of this Collective Agreement. The Committee shall meet at intervals of approximately sixty (60) days, unless an urgent matter requires a more immediate meeting. Members of the Committee shall not lose pay for hours scheduled, but not worked, as a result of attending the meeting.

ARTICLE 12 – HOLIDAY PAY PLAN

12.01 Employees are entitled to time off with pay on the day of observance of any of the following holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Easter Monday	Family Day

12.02 Each of the above holidays shall be observed on the day upon which it falls unless otherwise declared by the Government of Canada or the Province of Ontario.

- 12.03 (a) Any full-time or part-time employee who is scheduled to work on any of the above holidays shall receive time and one-half (1 ½) the regular rate for all hours worked on the holiday, in addition the holiday pay or a day off with pay mutually agreed upon between the employee and the Employer.
- (b) If a full-time employee is called in to work on any of the above holidays on which he/she was not scheduled to work, she shall receive double time the regular rate for all hours worked on the holiday, in addition the holiday pay or a day off with pay mutually agreed upon between the employee and the Employer.
- (c) Subject to Article 12.03 (e) below, employees shall receive holiday pay pursuant to the following:
- i. An employee not regularly scheduled to work on the holiday, or for whom there is no consistent schedule of work, shall receive pay for the holiday based on the employee's total amount of regular wages and vacation pay payable in the two pay periods before the work week in which the holiday occurs, divided by twenty.
 - ii. Where a holiday occurs on a day that is normally a scheduled work day for an employee, and where the Employer does not schedule the employee to report for work that day, the employee's holiday pay shall be based upon what would otherwise have been the employee's regular hours of work on that day in a non-holiday week.
- (d) Probationary employees shall be paid for all holidays as defined in the Employment Standards Act and shall receive pay for the holiday based on the employee's total amount of regular wages and vacation pay payable in

the four (4) weeks before the work week in which the holiday occurs divided by twenty (20).

- (e) An employee to qualify for pay for the above noted holidays must work his last scheduled working day before and his scheduled working day after the holiday, unless they are absent for reasonable cause. It is the employee's responsibility to show that he/she had reasonable cause for staying away from work.

12.04 Approximately thirty (30) days prior to a given holiday, the employee will notify the Employer on a "Request Form" that they wish to observe the holiday as an alternate day with pay. This applies regardless if the employee was scheduled to work on the holiday or not.

If the person does not indicate they wish to observe the holiday as an alternate day with pay, they will be paid for the holiday as part of their pay for the pay period covering the period in which the holiday occurs. If the employee is paid for the holiday, they are still entitled to an alternate without pay.

Alternates must be taken within twelve (12) months following the day of observance of the holiday, and at a time mutually agreed upon between the employee and Employer.

12.05 (a) All employees, upon completion of their probationary period, are entitled to one (1) float day. This means an employee who works the entire calendar year would be entitled to one (1) float day. If the employee utilizes a float day(s) before it is earned, and then does not work the time necessary to earn the float day, it shall be offset against the final wages due. The float day shall be taken at a time mutually agreed upon between the employee and the Employer.

- (b) Float days must be taken in the calendar year in which they are earned.

12.06 (a) Every employee will be scheduled off work for not less than three (3) consecutive days at either Christmas or New Year's of the following year, on an alternating basis, unless the employee requests fewer days off.

- (b) To accommodate the scheduling during this period, the scheduling rules in this agreement will be suspended.

ARTICLE 13 – VACATION WITH PAY

13.01 Employees will be granted annual vacation with pay in accordance with the following provisions.

13.02 Vacation will be based on service as of December 31st of the calendar year:

Service	Vacation Time	Vacation Pay
Less than one (1) year:	N/A	Four percent (4%)
One (1) year of service or more, but less than three (3) years of service:	Two (2) weeks	Four percent (4%)
Three (3) years of service or more, but less than eight (8) years of service:	Three (3) weeks	Six percent (6%)
Eight (8) years of service or more, but less than fifteen (15) years of service:	Four (4) weeks	Eight percent (8%)
Fifteen (15) years of service or more, but less than twenty-three (23) years of service:	Five (5) weeks	Ten percent (10%)
Twenty-three (23) years of service or more:	Six (6) weeks	Twelve percent (12%)

13.03 Employees shall normally take vacation time in periods of one (1) week, that being the period Monday through Sunday, both inclusive. However, employees will be entitled to take their vacation in a manner suitable to the employee, provided there is agreement with the Administrator or his designate, having due concern for the proper operation of the residence.

13.04 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient or out-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

13.05 Vacation pay will be paid out on the Employer's normal pay day(s) when vacation is taken. Any remaining vacation pay not used at the end of the vacation entitlement year shall be paid out by the first full pay period in the following year.

13.06 Vacation Schedule

- (a) It is understood that vacations will not be taken during the period of December 15 to January 15 except in extenuating circumstances and approval is granted by the Employer.
- (b) Employees shall indicate their choice of vacation between April 1 and April 30, and the vacation list shall be finalized by May 15.

- (c) Where any conflict exists, scheduling shall be done on the basis of seniority, subject to the Employer's operational needs.
- (d) Any vacation request made after April 30, or for the time between January 15 and June 1, shall be granted on a first come first serve basis.
- (e) Vacation periods which are not assigned by this system will be assigned by mutual agreement between the Employer and the employee, but failing agreement, the Employer will assign the vacation.
- (f) No employee shall be unjustifiably denied their vacation request when the current compliment of staff can be scheduled as replacement without overtime.

ARTICLE 14 – HOURS OF WORK

- 14.01 (a) The normal hours of work for a full-time employee **other than cooks, dietary helpers and housekeeping** shall be seven and one-half (7 ½) hours **per day**, exclusive of a daily one-half (1/2) hour unpaid lunch period, or seventy-five (75) hours in a bi-weekly pay period.
- (b) Part-time employees shall be regularly scheduled to work not more than sixty (60) hours in a bi-weekly pay period.
- (c) In distributing hours in addition to those on the posted schedules, the following procedure shall apply:
- (i) The hours shall first be offered giving preference to seniority, to full-time employees in the classification who would not be entitled to overtime for those hours.
 - (ii) Thereafter, these hours shall be offered, giving preference to seniority, to part-time employees in the classification who would not be entitled to overtime for those hours.
 - (iii) Where a full-time employee is scheduled off on vacation, the senior part-time employee shall be offered the schedule of the full-time employee provided this does not result in overtime pay. The part-time hours of the employee replacing the full-time employee shall be offered to the next most senior part-time employee provided he/she would not be entitled to overtime for those hours.
- (d) Nothing in this Article shall be interpreted to limit the Employer's right to determine the number of part-time employees required in a classification.

- (e) Employees will not be required to work split shifts, unless specifically agreed to by the Employer, the Union and the employee.
- (f) No employee shall be scheduled to work more than five (5) consecutive days unless specifically agreed to by the Employer, the Union and the employee, or where the employee makes a written request.
- (g) All employees shall be entitled to a fifteen (15) minute rest period with pay in each half shift **for shifts of at least seven (7) hours**, at times designated by the Employer. **For shifts of greater than four (4) hours but less than seven (7) hours, a single fifteen (15) minute rest period with pay will be provided.**
- (h) No employee shall be regularly scheduled to work less than a four (4) hour shift unless agreed to by the employee and the Employer.
- (i) All employees who work between the hours of 3:00 p.m. and 7:00 a.m. shall be paid a shift premium of fifty cents (\$0.50) per hour for all hours worked in addition to their regular hourly rate of pay. This benefit shall only be available when the majority of hours of a shift are worked between the times noted above.

In addition to the shift premium, employees shall receive a twenty-five cent (\$0.25) per hour weekend premium payable for all hours worked between the start of their shift commencing on or about 11:00 p.m. Friday, and the end of the shift ending on or about 7:00 a.m. Monday.

- (j) Unless the employee notifies the Employer of their availability for call-ins during their scheduled vacation, employees shall not be called in to replace absent employees.

14.02 Work schedules of four (4) weeks duration shall be posted at least two (2) weeks in advance of the commencement of the schedule.

- 14.03 (a) Employees shall be paid overtime when an employee has been authorized to work in excess of seven and one-half (7 ½) hours within a twenty-four (24) hour period beginning at the start of the original shift, or seventy-five (75) hours per pay period.

Authorized overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

- (b) During the changeover from daylight saving time to standard time, and vice versa, employees will be paid for hours actually worked, whether at straight time or overtime rates.

- (c) Where overtime is required, the Employer agrees that overtime shall be offered to available employees by seniority in the same department before going to other departments, **provided the employee is qualified to perform the available work.**

14.04 All full-time employees shall be given at least every other weekend off.

14.05 Each part-time employee shall receive a minimum of an average of one (1) weekend off in three (3). This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided. It is the intention of this paragraph to grant every third (3rd) weekend (Saturday and Sunday) as off days to the part-time staff.

14.06 If an employee is scheduled to work, and reports, they are entitled to four (4) hours of work, or four (4) hours of pay, at the Employer's discretion.

14.07 (a) Call-in, Start of Shift

Employees called in for emergency replacement purposes which may result in the employee arriving late for the start of the shift, shall be paid for the full shift, provided said employee reports for work within one hour from the time he/she is called. If the employee does not report as stated above, he/she may be required to work into the next shift to make up the time.

(b) Call-in, Mid Shift

Employees called in for emergency replacement purposes after the shift has already commenced shall be paid from the time of the call-in provided said employee reports for work within one (1) hour from the time he/she is called. If the employee does not report as stated above, he/she shall only be paid for actual hours worked.

(c) Cancellation of Scheduled Shifts or Hours

In the case of the Employer temporarily cancelling scheduled shifts or reducing scheduled hours, no less than 24 hours' notice shall be provided to the affected employee. In addition to notifying the affected employee, written notification shall be provided to the Union at approximately the same time.

The cancellation of shifts or reduction of hours shall be done on the basis that the least senior employee scheduled **in the classification** shall be first to have their shift cancelled or hours reduced.

14.08 The Employer will allow employees **in the same classification** the opportunity to exchange shifts or days of work provided the employee completes the appropriate forms, and submits those forms to the Employer in a timely fashion, the exchange does not create any extra cost for the Employer, and the individuals that exchange the shifts in turn work for one another within a reasonable period of time. The Employer shall respond in writing within seven (7) days on the appropriate form whether or not the exchange can be granted. It is specifically noted that the Employer assumes no obligation for any overtime payment arising because of exchanged shifts. The Employer reserves the right to reject requests that do not meet the criteria listed, or where the Employer considers there is an abuse or misuse of the system.

14.09 Where the Employer requests that employees attend mandatory in service training, those employees not scheduled to work will be paid the applicable rate for all time spent at such meeting. In all cases, no employee shall receive less than one (1) hours pay.

14.10 Orientation

- (a) The parties agree to certain matters in respect of the orientation of new employees.
- (b) New employees will be provided **with up to** five (5) days of orientation. If practicable to do so, the minimum shall be two (2) day shifts and two (2) afternoon shifts, one (1) night shift. **If the Employer determines more orientation is required, it may schedule the employee on additional orientation shifts.**
- (c) During the orientation period, the new employee will represent an additional person over and above normal staffing levels.
- (d) Orientation is part of the probationary period.

14.11 In-Service

Where the Employer requires employees to attend in-service sessions, they shall be paid at their straight time hourly rate for all hours in attendance at such sessions. Such sessions shall not be subject to the overtime provisions of the Collective Agreement.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01 A leave of absence to a maximum of five (5) consecutive **calendar** days, in conjunction with the funeral or memorial, without loss of pay of scheduled shifts during such leave, shall be granted in the case of in the case of an employee's parent, spousal partner, step-father, step-mother, child, step-child, or grandchild.
- 15.02 A leave of absence to a maximum of three (3) consecutive **calendar** days, in conjunction with the funeral or memorial, without loss of pay for scheduled shifts missed during such leave, shall be granted in the case of the death of an employee's brother, sister, grandparent, spouse's grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law. If the burial occurs more than 400 km from Harrow and the employee attends the burial, the employee shall be granted two (2) days leave without pay for travel.
- 15.03 An employee shall be granted leave for a maximum of one (1) regularly scheduled work day without loss of pay and benefits between the time of death and the funeral, in the case of death of an aunt, uncle, niece or nephew.
- 15.04 Where an employee's vacation has been interrupted due to a bereavement, those days the employee would have received as bereavement under Article 15 had they worked their normal schedule, shall be paid as bereavement and those days shall be re-scheduled to be used as vacation at a later date as attached to their current vacation period.

ARTICLE 16 - GROUP INSURANCE

- 16.01 Those Health and Welfare Benefits available to eligible employees as per plan documents are detailed in this article. Where the employee pays a portion of the premium, such payment is made by payroll deduction and any balance of premiums owing to the Employer will represent an offset against wages or vacation pay owed to the employee. All of the benefits are more particularly described in the master insurance policy between the Employer and the carrier.
- 16.02 These are the benefits available to full-time employees:
- (a) The Employer will provide life insurance in the amount of \$30,000 with an accidental death and dismemberment rider and the Employer will pay 100% of the premiums.
 - (b) The Employer will provide the following:
 - (1) Prescription Plan providing 100% re-imbursment subject to a 25/50 deductible per annum. The Employer will pay 100% of the

premiums. Note: The prescription plan does not cover fertility drugs.

- (2) Vision Care Insurance Plan providing a benefit of \$250 in a two (2) year period. The Employer will pay 100% of the premiums.
- (c) The Employer will provide a dental plan, equivalent to the Blue Cross No. 9, current O.D.A. fee schedule. The Employer will pay 85% of the premiums. The dental plan allows for a nine (9) month recall for check-up and cleaning.
- (d) Chiropractic/Massage services, when prescribed by a physician, to a combined maximum of \$500.00 per year payable from the first visit.

16.03 These are the benefits available to part-time employees:

- (a) The Employer will provide life insurance in the amount of \$20,000 with an accidental death and dismemberment rider and the Employer will pay 100% of the premiums.
- (b) The Employer will provide the following:
 - (1) Prescription Plan providing 100% re-imbusement subject to a 25/50 deductible per annum. The Employer will pay 80% of the premiums. Note: The prescription plan does not cover fertility drugs.
 - (2) Vision Care Insurance Plan providing a benefit of \$150 in a two (2) year period. The Employer will pay 75% of the premiums.
- (c) The Employer will provide a dental plan, equivalent to the Blue Cross No. 9, current O.D.A. fee schedule. The Employer will pay 60% of the premiums. The dental plan allows for a nine (9) month recall for check-up and cleaning.

16.04 All eligible employees as per plan documents, upon completion of the probationary period, shall be eligible to enrol in a weekly indemnity salary plan subject to the following terms:

The benefit shall be 66 2/3%, to the Unemployment Insurance Commission maximum, of wages lost from and including the first day of accident or hospitalization, and the eighth day of illness. The coverage shall continue for seventeen (17) weeks. The Employer shall pay 100% of the premium of the weekly indemnity plan.

- 16.05 (a) All employees shall earn sick leave based on hours worked. Employees begin to earn sick leave credits based on hours worked after they have completed one year of service. For each one hundred and fifty-five (155) hours worked, an employee shall be credited with seven and one-half (7 ½) hours of sick leave.

Sick leave accumulates to a maximum of 135 hours for full-time employees, and 105 hours for part-time employees.

- (b) Accumulated sick days shall be used to compensate for wages lost during illness up to a maximum of ten (10) consecutive days for a single illness.

When sick leave pay is claimed by an employee, the Employer reserves the right to request a medical certification from any employee who has been absent and failure to provide such certificate, if required, may disentitle the employee to sick leave payment for said illness. The Employer agrees that it will not as a matter of general practice request such medical certificate in all cases, but rather such request shall be made by the Administrator only where an employee's absence because of claimed illness has become questionable.

Any material misrepresentation as to the fact of an employee's illness and made by the employee may be cause for discipline.

Any employee who achieves a perfect attendance record in a calendar year shall receive a day off with pay at a mutually agreed upon time within the following calendar year.

- 16.06 Where an employee is absent from work for any reason for thirty (30) days or less, the Employer will continue to pay its portion of any of the specified premiums.

- 16.07 Where the employee continues absent after the thirty (30) days, then except in those cases in which the leave is a voluntary leave requested by the employee for personal reasons, the Employer will continue to pay its portion of any of the specified premiums to a maximum of eighteen (18) weeks, which time shall include the initial thirty (30) days. Voluntary leaves for personal reasons do not include union leave, or leave to serve in public office, or maternity leave.

- 16.08 The Employer shall have the right to change carriers of benefit coverage herein, at its discretion, subject to benefit coverage and services being equal or better than existing coverage.

- 16.09 It is understood that the Employer's only obligation pursuant to this Agreement with respect to health and welfare benefits coverage is the payment of its portion of the premiums for said coverage.

ARTICLE 17 – CLASSIFICATION OF EMPLOYEES & WAGES

17.01 Wages shall be paid in accordance with Schedule "A" attached.

- 17.02 (a) The Employer shall pay salaries and wages every two (2) weeks in the form of direct deposit to an account specified by the employee, which may be changed no more than once per calendar year. The direct deposit remittance slip for each employee shall contain itemized calculations of her/his wages and deductions.
- (b) Employees shall be entitled to their deposit remittance slip on the scheduled pay day.
- (c) Where, as a result of the Employer's error, an employee receives a regular pay that is less than the amount to which they would otherwise be entitled, and where the amount in error exceeds the equivalent of five (5) hours of pay, the Employer will supply a cheque no later than four (4) business days after the amount has been brought to the Employer's attention. If the amount is less than five (5) hours of pay, the correction shall be made on the next regular pay date. For purposes of clarification, this Article shall not apply to circumstances wherein the Employer has had to estimate pay roll (i.e. weeks wherein there is a holiday).

17.03 The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. When duties of any job are changed substantially, or when a job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the re-classification and/or the rate of pay for the job in question, such dispute shall be submitted to Grievance and Arbitration as per this Agreement for determination. The new rate of pay shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

ARTICLE 18 – UNIFORM ALLOWANCE

18.01 An annual system of reimbursement is established whereby any employee who has completed the probationary period is entitled to apply for reimbursement for the purchase of uniform attire. Such reimbursement shall be provided in the first pay period of January and July for purchases made by the employee within the previous six (6) month periods respectively, subject to the following:

Effective during the current calendar year for all current employees:

The maximum reimbursement for full-time employees is \$160.00 a year;

The maximum reimbursement for part-time employees is \$115.00 a year;

Uniform attire means any attire which the Employer requires the employee to wear.

In order to be eligible for reimbursement, Employees must be actively employed at the time the receipt is submitted. Employees who are not in the employ of the Employer on the reimbursement date shall not qualify for reimbursement of any purchases made in the preceding four (4) month period.

The Employer agrees to supply aprons for all employees who work in the dietary department.

ARTICLE 19 – PENSION

19.01 All eligible employees will become members of the Nursing Homes and Related Industries Pension Plan.

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

(a) "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 and in addition:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay
- iv) bereavement leave
- v) jury duty
- vi) negotiations and grievance meetings as defined in Article 5.07; and
- vii) sick leave as per Article 16.05(a).

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.

- (b) Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four and a half percent (4.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period an amount equal to four and a half percent (4.5%) of applicable wages to the Plan.
- (c) The employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

- (e) 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 that the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article .05 of the Agreement are:

i) To Be Provided Once Only At Plan Commencement

Date of Hire
Date of Birth
Date of First Contribution
Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculation past service credit)

ii) To Be Provided With Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
YTD Pension Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Once And If Status Changes

Full address provided to the Home
Termination date where applicable (MMDDYY)

iv) To Be Provided Once If They Are Readily Available

Gender
Marital Status

Any additional information requests 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.

- (f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 20 – GENERAL

20.01 Use of the female pronoun in this Agreement shall be read to include the male whenever applicable and vice-versa.

ARTICLE 21 – TERM OF AGREEMENT

21.01 This Agreement shall become effective as of January 1, 2023 and shall remain in effect until December 31, 2025.

21.02 Should either party wish to propose changes to this Agreement each will notify the other not less than thirty (30) days and not more than ninety (90) days prior to the expiry of this Agreement. The parties hereto agree that within thirty (30) days of receipt of the notice the other party will arrange appropriate meeting dates.

21.03 Retroactive Pay for Terminated Employees

An employee who completed their probationary period and ended his/her employment between the date of notification to bargain of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages or salaries.

21.04 Retroactivity

All changes in the new wage schedule in this Agreement shall be adjusted retroactively unless otherwise specified herein. No other provisions are retroactive prior to date of ratification or award unless otherwise specified herein.

21.05 Retroactivity shall be issued by separate deposit within thirty (30) days of the ratification of the Memorandum of Agreement.

Dated this 12 day of April, 2023.

**HARROWOOD SENIORS
COMMUNITY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3419**

Ginger Hickmott

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

HARROWOOD SENIORS COMMUNITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3419

RE: ARTICLE 14.01 (i) – HOURS OF WORK

Notwithstanding the provisions of Article 14.01 (i), it is agreed between the Parties that the Employer can schedule, if required, shifts of four (4) hours in duration for the Dietary Department.

Prior to a reduction in the current compliment of hours, the Employer agrees that this shall occur after consultation with the Union.

Dated this 12 day of April, 2023.

**HARROWOOD SENIORS
COMMUNITY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3419**

Gina Hickmatt

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

HARROWOOD SENIORS COMMUNITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3419

RE: CALL-INS

The parties agree and understand that generally the Call-Ins shall be performed by the Employer except where the Employer is unavailable.

The parties further agree that all training of the Call-Ins procedure shall be done by the Employer and overtime shall be authorized by the Administrator who shall provide a list of phone numbers of those Employer representatives authorized to do so.

In cases where the Administrator or designate is not present in the Home and a Call-in would result in premium pay, the following shall apply:

1. Attempts will be made to contact the Administrator and/or designate for a period of not less than thirty (30) minutes.
2. If there is no response from the Administrator and/or designate, the vacant shift may then be replaced in accordance with the other provisions of the Collective Agreement.

Dated this 12 day of April, 2023.

**HARROWOOD SENIORS
COMMUNITY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3419**

Ginger Hickmott

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

HARROWOOD SENIORS COMMUNITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3419

RE: Full-time Benefits

All present employees currently occupying a full-time position, where the scheduled hours are less than those identified in Article 14 of the Collective Agreement, shall be treated as having full-time status and shall receive all benefits afforded to full-time employees.

Dated this 12 day of April, 2023.

**HARROWOOD SENIORS
COMMUNITY**

Ginger Hickmott

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3419**

Stanton

LETTER OF UNDERSTANDING

BETWEEN

HARROWOOD SENIORS COMMUNITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3419

RE: The Care Co-Coordinator and Article 4.04

The parties agree the Care Co-Coordinator is a supervisory employee and therefore excluded from the bargaining unit.

Notwithstanding Article 4.04 the parties agree that at times the Care Co-ordinator will perform certain work normally and customarily performed by employees; at no time shall the performing of these duties result in a reduction in hours of bargaining unit employees.

Whenever the census reaches sixty (60) residents for a period of sixty (60) consecutive days, the parties will meet to discuss the distribution of the hours of work.

The Union shall be entitled to make representations on the type and extent of such work performed by the Care Co-ordinator at any time.

Dated this 12 day of April, 2023.

**HARROWOOD SENIORS
COMMUNITY**

Gary Alchroth

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3419**

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

HARROWOOD SENIORS COMMUNITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3419

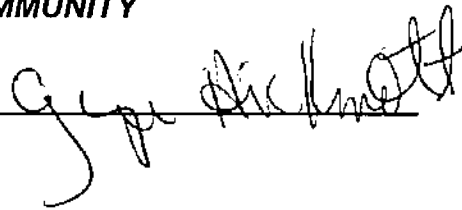
RE: Cellphone at Nurses' Station

The nurses' station shall be equipped with a cellphone capable of taking pictures, to be utilized for communications with residents' doctors.

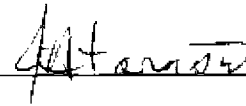
If the cellphone is inadvertently taken home by an employee, the employee shall return the phone immediately.

Dated this 12 day of April, 2023.

**HARROWOOD SENIORS
COMMUNITY**



**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3419**



SCHEDULE 'A' – WAGES

3.0% increase each year plus the following special wage adjustments in year 1, as per the below wage schedule:

- **RPN - \$1.00**
- **Resident Attendants - \$1.00**
- **Cooks - \$0.50**
- **Dietary Helps - \$0.75**
- **Housekeeping – \$0.50**

RPN'S				
	START	AFTER 2325 HOURS	AFTER 4200 HOURS	AFTER 6150 HOURS
Current	\$22.39	\$23.50	\$23.83	\$24.51
1-Jan-23	\$24.09	\$25.24	\$25.57	\$26.28
1-Jan-24	\$24.81	\$25.99	\$26.34	\$27.06
1-Jan-25	\$25.56	\$26.77	\$27.13	\$27.88

RESIDENT ATTENDANTS				
	START	AFTER 2325 HOURS	AFTER 4200 HOURS	AFTER 6150 HOURS
Current	\$16.86	\$17.94	\$18.26	\$18.94
1-Jan-23	\$18.40	\$19.51	\$19.84	\$20.54
1-Jan-24	\$18.95	\$20.09	\$20.43	\$21.15
1-Jan-25	\$19.52	\$20.70	\$21.05	\$21.79

COOKS				
	START	AFTER 2325 HOURS	AFTER 4200 HOURS	AFTER 6150 HOURS
Current	\$16.29	\$17.73	\$18.09	\$18.77
1-Jan-23	\$17.29	\$18.78	\$19.15	\$19.85
1-Jan-24	\$17.81	\$19.34	\$19.72	\$20.44
1-Jan-25	\$18.35	\$19.92	\$20.31	\$21.06

DIETARY HELPERS				
	START	AFTER 2325 HOURS	AFTER 4200 HOURS	AFTER 6150 HOURS
Current	\$15.12	\$15.42	\$15.73	\$16.04
1-Jan-23	\$16.27	\$16.57	\$16.89	\$17.21
1-Jan-24	\$16.67	\$17.07	\$17.40	\$17.73
1-Jan-25	\$17.09	\$17.58	\$17.92	\$18.26

SCHEDULE "A" Continued				
HOUSEKEEPING				
Current	\$16.33	\$17.39	\$17.77	\$18.46
1-Jan-23	\$17.33	\$18.43	\$18.82	\$19.53
1-Jan-24	\$17.85	\$18.98	\$19.38	\$20.11
1-Jan-25	\$18.39	\$19.55	\$19.96	\$20.72

SH/ta COPE491