

COLLECTIVE AGREEMENT

Between

**MUSKOKA SHORES CARE COMMUNITY
(Hereinafter called the “Employer”)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
And its LOCAL 2481
(Hereinafter called the “Union”)**

TERM OF AGREEMENT

January 1, 2022 - December 31, 2024

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties of this Agreement:

- 1) To maintain and improve harmonious relations and settle 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, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

Now, therefore, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:

- a) determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents of the Nursing Home;
- b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations. Prior to implementing new rules and regulations, the Employer agrees to discuss the new or altered rules and regulations with the Union;
- c) to hire, transfer, lay-off, promote, demote, classify, and assign duties, discharge, suspend or otherwise discipline employees for just cause. Provided that a claim of suspension, discharge, or discipline, without just cause, may become subject of a grievance and may be dealt with as hereinafter provided;

- d) to plan, direct and control the work of the employees and the operations of the Nursing Home.

It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

2.02 No Discrimination

- a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by either of them or any of their representatives with respect to any employee because of membership or non-membership or activity or lack of activity in the Union.
- b) There shall be no discrimination on the part of the Home or the Union by reason of race, creed, colour, sex, marital status, or religious affiliation with respect to employment.
- c) Both the Union and the Employer agree to abide by the provisions of the Ontario Human Rights Code.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2481 as the sole and exclusive bargaining agency for all employees of Muskoka Shores Care Community at Gravenhurst, Ontario, save and except administrators, professional medical staff, registered nurses, graduate nurses, director of nurses, office and clerical staff, supervisors and persons above the rank of supervisor and students employed during the school vacation period, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available.

3.03 No Other Agreements

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

3.04 New employees will be oriented to the Home.

3.05 Each individual employee shall be responsible for submitting his/her current address and phone number to the Employer.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF DUES

4.01 Employer's Indemnity for Check-Off

The Union agrees to indemnify and save the Employer harmless for all and any claims which may be made against the Employer by an employee or employees arising out of any amount deducted from their pay as provided for in this contract.

4.02 Check-Off

Effective from the start of the first pay period in the month following the date of signature of this Agreement, the Employer agrees to deduct, biweekly from each employee covered by this Agreement, an amount equivalent to their regular dues of the Union and to remit the amount so deducted to the Secretary-Treasurer of the Union, and the Union, not later than the fifteenth day of the month following, accompanied by a list of names of employees from whom deductions have been made including the number of hours worked by each employee.

In the event the Employer fails to deduct an employee's dues, he shall be liable for the outstanding dues.

4.03 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out.

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties

of Union membership and his/her responsibilities and obligations to the Employer and the Union.

4.04 Dues Receipts

The Employer agrees to show the amount of union dues deducted on each employee's T-4 slip.

ARTICLE 5 - CORRESPONDENCE

5.01 Correspondence

All correspondence and other communications between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of the Nursing Home and the Union Representative, or their designated representative. The Union shall be notified in writing of all hiring, layoffs, transfers, recalls and of terminations of employment.

ARTICLE 6 - LABOUR MANAGEMENT RELATIONS

6.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the name of its officers and any changes, when they occur, as soon as reasonably possible.

6.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members or representatives of the Employer, as appointees of the Employer, and not more than three (3) members of the Bargaining Unit, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

6.03 Function of the Bargaining Committee

It shall be the function of the Bargaining Committee to negotiate amendments or renewal of this Agreement and such related matters which properly arise from time to time.

6.04 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a designated representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have reasonable access to the Employer's premises upon request, by appointment with the Executive Director, in order to investigate and assist in the settlement of a grievance.

6.05 Meeting of Committee

Either party may initiate a request for a meeting and such a meeting shall be held at a time and place fixed by mutual agreement.

6.06 Time off for Meetings

Up to three (3) representatives/members of the bargaining committee shall be reimbursed by the Employer for time spent during regular working hours during a shift for which they are scheduled to work to the extent of their regular pay up to and including conciliation proceedings but excluding any arbitration proceedings. This applies only when the committee or bargaining unit members are engaged in committee work or bargaining with representatives of the Employer.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect three (3) stewards, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting his grievance in accordance with the grievance procedure.

7.02 Chief Steward

One (1) of the Stewards as set out in 7.01 above, will be designated by the Union as Chief Steward.

7.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the shift he represents, and the Chief Steward before the Employer shall be required to recognize him.

7.04 Grievance Committee

The Grievance Committee will be the President, the Chief Steward and one other Steward.

7.05 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this Article. The Union understands and agrees that each steward is employed to perform work for the Employer and that he will not leave his work during working hours except to perform the functions identified in this Agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor, such permission shall not be unreasonably withheld. The said stewards shall not be away from their work for more than one-half (1/2) hour.

7.06 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee (s) or the Union, that is in writing.

7.07 Settling of Grievances

It is understood that an employee has no grievance until the matter is referred to the employee's immediate supervisor and an opportunity has been given to adjust the complaint. No complaint shall be considered where the complaint is not brought to the appropriate supervisor's attention within seven (7) working days from the date of the circumstances giving rise to the complaint or the date the employee ought reasonably to have become aware of the complaint.

An earnest effort shall be made to settle any complaint or grievance fairly and promptly in the following manner:

Step 1

If an employee has a complaint, she shall present such complaint verbally to her supervisor within seven (7) days from the time the employee became aware of the situation. If agreement is reached at this stage the agreement shall be in writing and signed by both parties. A steward may accompany the grievor at this Step.

Step 2

If the Union Steward considers the grievance to be justified, the said Steward and the employee(s) shall submit the dispute, in writing to the said employee's supervisor, within five (5) days after the supervisor has heard the verbal complaint and gave her answer. The answer in Step 2 shall be in writing.

Step 3

Failing settlement being reached at Step 2, the employee(s) concerned, together with the Grievance Committee, shall submit in writing within seven (7) days after receipt of the written answer in Step 2 to the Executive Director. The Executive Director shall meet with the Grievance Committee within five (5) days and shall render her decision in writing within five (5) working days after such meeting.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may, on giving ten (10) days notice, in writing, to the Employer of its intention, refer the dispute to Arbitration. If both parties agree, the parties may use the services of a mediator to try and resolve grievances prior to referring to arbitration.

7.08 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, Step 1 and Steps 2 of this Article may be by-passed.

7.09 Supplementary Agreements

Supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

7.10 Technical Objection to Grievances

The Arbitration Board shall have the power to waive formal procedural irregularities in its hearing of a grievance in order to determine the real matter in dispute and to enable the giving of a decision according to equitable principles and the justice of the case. This clause notwithstanding, no matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure of which does not involve a matter of interpretation, administration, application, or alleged violation of this Agreement.

7.11 Days in this Article shall exclude Saturdays, Sundays and Statutory Holidays.

7.12 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance either directly or indirectly with the aggrieved employee, without the consent of the Union.

7.13 Facilities for Grievances

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

7.14 Designation of Supervision

Every employee shall be notified of the name of his/her immediate designated supervisor.

7.15 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step Number 2 of the grievance procedure, by forwarding a written statement of said grievance to the Chief Steward, with a copy to the CUPE Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. The Union shall give his/her decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number 2 of the grievance procedure.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made, in writing, to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter the other party shall answer, in writing, indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial chairman.

8.02 Sole Arbitrator

By agreement of the parties, the parties may elect to have the grievance heard by a single Arbitrator. All other provisions of this article remain unchanged.

8.03 Failure to Appoint

If the two appointees fail to agree upon a chairman within fifteen (15) days of appointment, the appointment shall be made by the Provincial Minister of Labour, upon request of either party.

8.04 Board Procedure

The Board may determine its own procedure, subject to any relevant statutory provisions, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the differences or allegations and render a decision within thirty (30) days from the time the chairman is appointed.

8.05 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

8.06 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the nominee it appoints;
- 2) one-half the fees and expenses of the chairman.

8.07 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within ten (10) days.

8.08 Amending Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement; such consent shall not be unreasonably withheld.

8.09 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee (s) concerned as witnesses and any other material witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have reasonable access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

8.10 It is understood that days in this article shall exclude Saturdays, Sundays and Statutory Holidays, unless specifically set out otherwise.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 (a) Warnings

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall thereafter give particulars of such censure to the Secretary of the Bargaining Unit and the employee involved within ten (10) working days.

(b) Adverse Reports

The Employer shall notify an employee, in writing, of an expression of dissatisfaction concerning his/her work within ten (10) working days of a complaint coming to the attention of the Employer. The Employer shall provide a copy of the disciplinary notice to the Union and the employee's reply shall become part of his/her record. The disciplinary record of an employee shall not be used against him/her and shall be destroyed after a period of 15 months, except in cases of verbal or physical abuse or gross misconduct.

9.02 Discharge Procedure

An employee shall only be discharged for just cause, except that an employee who has not completed her probationary period may be released based on a fair and proper assessment against reasonable standards or performance and suitability.

Discharged employees and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

9.03 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, Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

9.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period preceding such discharge or suspension, or by other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

9.05 Right to have Steward Present

An employee shall have the right to a Steward, or a designated member of the executive committee present at any discussion with supervisory personnel where the employee is subject to disciplinary action. The Home will notify the Union of the said date, time and location of such meeting. The Union will arrange for a Steward to be present. Such arrangements must adhere to operational needs. In the case of an emergency when a Steward is not available, a bargaining unit member of the employee's choice will be in attendance, if requested.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority for full-time employees shall be defined as the length of service in the bargaining unit from the last date of hire and shall be used in determining preference and priority for promotions, demotions, lay-offs

and recall, provided that the most senior employee has the skills, abilities and qualifications to do the work required. Seniority for part-time employees shall be based on total hours worked. Seniority shall operate on a bargaining-unit-wide basis.

10.02 Seniority – Transfer from Part-Time to Full-Time

A part-time employee who moves into a full-time position prior to having completed four hundred and fifty (450) hours work as a part-time employee shall have the portion of part-time probation credited towards the full-time probationary period after the completion of the probationary period.

10.03 Seniority Lists

- (a) The Employer shall maintain a separate seniority list for full-time and part time employees. Up-to-date seniority list shall be sent to the Union and posted on the main bulletin boards in January and July of each year.

The seniority list shall be in order of seniority.

- (b) The Employer shall maintain a separate seniority list for part-time employees showing 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.

Seniority shall be based on total hours worked.

10.04 Probationary Employees

- (a) Full-time employees shall be on probation until they have worked four hundred and fifty (450) hours, inclusive of any current probationary hours worked as a part-time employee. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed her probationary period may be terminated on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

- (b) Part-time employees shall be considered in a probationary basis for a period of 450 hours worked. During the probationary period, employees shall be entitled to all rights and provisions of this Agreement unless otherwise specified. The termination of a probationary employee shall be based on fair and proper assessment against reasonable standards of performance and suitability. An employee transferring from part-time to permanent full-time shall have her seniority

pro-rated on the basis of 1,800 hours worked being equal to one (1) year of full-time employment.

10.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent, except in circumstances which are prescribed by the Ontario *Human Rights Code*.

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

- a) resigns;
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) is retired;
- d) is absent from scheduled work for a period of three or more consecutive working days without notifying the home and providing a reason satisfactory to the Home or utilizes a leave for a purpose other than for which it was granted;
- e) has been laid off for twenty-four months;
- f) has been laid off and fails to return to work within seven calendar days after that employee has been notified by the home through registered mail addressed to the last address on records of the home;
- g) is absent due to non-compensable illness or disability for a period of eighteen (18) months after the employee's sick leave has expired or is absent from work for more than thirty-six (36) months while on Workers Compensation.

10.07 If a part-time employee transfers to a full-time posted position he shall be entitled to all benefits under the full-time Agreement provided he has put in his probationary period as a part-time employee.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

- (a) When a permanent vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the Employer's main bulletin

board for a minimum of seven (7) calendar days in order that all members will know about the position and be able to make written application, therefore. The Employer shall have the right to hire an employee, or make transfers from within the bargaining unit, to fill the vacant position on a temporary basis. Such temporary hiring shall not exceed four (4) weeks and shall not be considered as seniority in that position, for the purpose of applying Article 11.04 of this Agreement.

- (b) A temporary vacancy is a vacancy caused by an employee's absence due to maternity/paternity leave, compensable or non-compensable illness or any other leave of absence expected to exceed three (3) months in duration. The Employer shall post such position in accordance with Article 11.01 (a) of this agreement. The Employer will advise the successful applicant of the expected duration of the position, and the said individual will return to her former position upon the return of the employee from his/her absence. The status of the successful applicant (i.e., part-time/full-time) shall remain as it was prior to receiving the temporary position.
- (c) Subject to Article 11.01, part-time employees shall be selected to relieve in full-time positions temporarily due to vacations and other forms of leave.

Filling such relief position does not in itself make a part-time employee a full-time employee.

11.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skill, shift hours of work. Those qualifications may not be established in a discriminatory manner pursuant to the provisions regarding discrimination contained in the Ontario *Human Rights Code*.

11.03 Method of Making Appointments

In making staff changes, shift rotations, transfers, or promotions, the applicant with the greatest seniority, and having the required skills, abilities and training to do the work shall be the successful applicant. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. If no suitable applications are received, the Employer reserves the right to resort to the external work force.

11.04 Trial Period

The successful applicant shall be placed on trial for a period of three (3) calendar months. Such trial promotion shall become permanent after the period of three (3) months unless:

- a) The successful applicant proves unsatisfactory in the position during the aforementioned trial period, or;
- b) If the employee finds himself unable to perform the duties of the new classification.

In the event of either (a) or (b) above, he shall be returned to his former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority and wage or salary.

11.05 Union Notification

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

11.06 Disabled Employees' Preference

An employee who has been incapacitated at his work by injury or compensable occupational disease, or who, through advancing years of temporary disablement is unable to perform his regular duties, will be employed in other work which he can do, provided work is available at the time such person wishes to start such work, without regard to other seniority provisions of this Agreement, except that such employees may not displace another employee.

11.07 Job Transfers

When an employee transfers to a new job classification, the following shall apply:

- a) If the job is a higher rated classification, the employee will receive her current rate or the start rate for the new position whichever is the greater. She will then progress through the wage rates of the classification in line with Article 19.05.
- b) If the job is a lower rated classification, the employee will receive her current rate or the top rate of the new position, whichever is the lesser.
- c) It is understood that a) and b) determine the employee's position on the wage grid at the time of transfer. Once the employee has been positioned on the wage grid in the new classification, she will continue to receive negotiated wage increases until her hours as set out in Article 19.05 support her progression on the wage grid.

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 Lay Off and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided the Employer will retain employees who have the skills and qualifications as required by law to perform the work in each classification. Employees shall be recalled in the order of their seniority, providing they have the skills and qualifications as required by law to do the work required.

12.02 Lay-offs, under the provisions of the Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

12.03 In the event of a proposed lay-off of a permanent or long-term nature of thirteen calendar weeks or more, the Employer will:

- a) provide the Union with at least eight (8) 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.
In addition to the above noted, the following will apply:

- 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

- 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 together with their staff representative 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.

12.04 Lay-Off Procedure

An employee who is subject to lay-off shall have the right to either:

- 1) accept the lay-off; or
- 2) opt to retire, or
- 3) displace an employee who has lesser bargaining unit seniority in the same or a lower or identical paying classification in the bargaining unit, if the employee originally subject to lay-off has the ability to meet the normal requirements of the job and is qualified as required by law without training, other than orientation. Such employee so displaced shall be laid off.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

For the purposes of this clause, an identical paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid-off employee is within 1% of the laid-off employee's straight-time hourly wage rate.

In the Event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority in the classification and where the straight-time hourly rate at the level of service corresponding to that of the laid off employee is within 10% of the laid-off employee's straight time hourly rate. Provided the employee has the ability to meet the normal requirements of the job and is qualified as required by law and requires orientation only. Such employee so displaced shall be laid off in accordance with 12.03.

A full-time employee, subject to layoff, shall have the right to displace a full-time employee who has lesser bargaining unit seniority in the same or a lower or identical paying classification, subject to the remaining provisions of Article 12.04. In the event there is no junior full-time employee, the full-time employee subject to layoff would then have the opportunity to displace a part-time employee with lesser bargaining unit seniority. Part-time employees subject to layoff are not permitted to displace full-time employees in order to obtain full-time status.

12.05 Recall Rights

- a) An employee shall have opportunity of recall from lay-off to an available opening, in order of seniority, providing he or she is qualified and able to perform the work. Vacancies during a layoff/recall will be posted in accordance with Article 11 of the Collective Agreement. Once the job vacancy has been filled under the job posting procedure (and any subsequent posting) an employee on layoff shall have the opportunity to be recalled to an available vacancy as set out below.
- b) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- c) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so or have been found unable to perform the work available.
- e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. 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 to work. The employee is solely responsible for his or her proper address being on record with the employer.
- f) Employees on layoff shall be given an opportunity to fill temporary vacancies, in accordance with the job posting provisions. An employee who has been accepted such temporary vacancy shall not be considered to have been recalled and will not be subject to further notice of layoff and continues to remain in her seniority order for recall.
- g) Laid off employees shall retain seniority, service and recall rights in accordance with Article 10 for up to twenty-four (24) months.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Hours of Work

The normal daily hours of work, exclusive of a thirty (30) minute meal period, shall be seven and one-half (7 ½) consecutive hours per day. The

normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday. In no instance will any employee be required to work more than six (6) consecutive days without receiving her two (2) days off. Meal breaks shall be undisturbed except where resident care requires otherwise.

13.02 The Employer will endeavour to arrange shifts in such a way that full-time employees receive one (1) weekend, (Saturday and Sunday) off every other weekend.

The Employer will schedule shifts in such a way that part-time employees receive one (1) weekend (Saturday and Sunday) off in every three (3) week period.

13.03 Part-Time Availability

- (a) Part-time employees will commit to work in addition to their scheduled shifts upon request by the Employer, for example, during the June 15th through September 15th vacation period, over Christmas holiday period, or to replace an employee who fails to report.
- (b) Employees refusing call-ins on their scheduled weekend off shall not be considered to have refused work.
- (c) It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work. It is also understood, however, that unreasonable or consistent refusal by a part-time employee to work additional days upon request as set out above will result in disciplinary action which may lead to their termination.

13.04 Casual Part-Time Employee

A casual part-time employee means an employee who normally does not have any regularly scheduled hours and who is available to be called in and work as needed and does not work a regular schedule or does so only for a specified period. A casual part-time employee must make themselves available to work at least two (2) weekend shifts per month.

13.05 Working Schedule

Work schedules shall be posted in an appropriate place two (2) weeks in advance covering a six-week period.

Scheduling changes will be by mutual agreement between the Employer and employees involved prior to implementing such changes. It is agreed that such changes will not entitle an employee to overtime pay.

13.06 Break Period

All employees shall be permitted a fifteen (15) minute rest period in the first half and the second half of a shift. Employees who work three (3) hours or more but not a full shift shall be entitled to one (1) fifteen (15) minute rest period.

13.07 When an employee is called into work and works six and one-half (6 ½) hours or more of the shift, she shall receive pay for the full shift providing the employee commences work within one (1) hour of the call and stays to complete the shift.

13.08 This Article shall not preclude any special arrangements, which are agreed between the Union and the Home, including but not limited to the introduction of extended shifts equal to eleven and one-quarter (11.25) hours.

ARTICLE 14 - OVERTIME

14.01 Overtime Defined

When an employee is authorized to work in excess of seven and one-half (7 ½) hours in any one day or seventy-five (75) hours in a bi-weekly pay period, she shall be compensated at time and one-half (1 ½) her regular hourly rate.

Overtime periods of less than fifteen (15) minutes need not be recorded or paid for, however, overtime periods in excess of fifteen (15) minutes shall be paid for in full.

In no event shall any employee receive a rate of pay for any hour in excess of one and one-half times his normal hourly rate.

In no event shall there be any pyramiding of benefits for hours not worked, such as vacations, holidays, sick leave, etc.

14.02 Overtime Rates

Overtime rates shall apply for work as follows:

- 1) On a regular work day – time and one-half after seven and one-half (7 ½) hours in any one day or shift.
- 2) On regularly scheduled days off – time and one-half.

- 3) On a holiday when the employee was scheduled to work – time and one-half in addition to the holiday pay.
- 4) On a holiday when the employee was not scheduled to work – time and one-half in addition to the holiday pay.

14.03 Overtime for Part-time Employees

All hours worked in excess of 7.5 hours in any twenty-four (24) hour period; seventy-five (75) hours in a two (2) week pay period.

Separate Letter of Understanding will be provided to address the issue surrounding all hours worked in excess of 7.5 hours in any twenty-four (24) hour period; seventy-five (75) hours in a two (2) week pay period.

14.04 No Layoff to Compensate for Overtime

- a) Employees shall not be required to layoff during regular hours to equalize any overtime worked.
- b) Overtime will not be paid for additional hours worked during a twenty-four (24) hour period on a regularly scheduled day, or on an unscheduled day as a result of a change in shift at the request of an employee.

14.05 Sharing of Overtime

Overtime and call back shall be divided equitably among the employees who are willing and qualified to perform the work that is available. Employees will be called back in order of seniority when no overtime is involved.

14.06 Minimum Call-Back Time

An employee who has left work and is called back to work after he has completed his regular shift shall be paid a minimum of three (3) hours at overtime rates.

14.07 Shift Preference

Employees shall work permanent and fixed shifts and seniority shall determine shift preference, subject only to ability to perform the job required. The Employer reserves the right to reschedule an employee to an alternate shift to a maximum of four (4) weeks per year. 14.08 shall not apply to probationary employees.

14.08 Notice of Change in Shifts

Twenty-four (24) hours notice shall be given before change or shift. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period, except in emergencies or except where the shift change is initiated by the employee.

If agreed in writing with the employer, an employee can work with a shorter rest break than sixteen (16) hours between shifts and not in violation of this Article.

14.09 a) **Effective March 12th, 2022** - The Home shall pay a premium of **forty-five (\$0.45) cents** per hour for all full-time employees who work on shift during scheduled hours between 4:00 p.m. and 8:00 a.m. in non-overtime situations.

b) **Effective March 12th, 2022** - The Home shall pay a premium of **twenty (\$0.20) cents** per hour to regularly scheduled and casual part-time employees who work on shift(s) during scheduled hours between 4:00 P.M. and 8:00 A.M. in non-overtime situations.

14.10 **Effective March 12, 2022** Employees will be paid a weekend premium of forty cents per hour (**\$0.40**), for each hour worked, payable between the start of the shift commencing on or about 2200 hours Friday to the end of the shift ending on or about 2200 hours Sunday.

14.11 Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours 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.

ARTICLE 15 - HOLIDAYS

15.01 (a) List of Holidays

The following will be recognized as paid holidays for employees with seniority:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	
Civic Holiday (First Monday in August)	

(b) Float Holidays

Two (2) Float days will be recognized as paid holidays for full-time and part-time employees. The Floating Holidays are to be taken at a time mutually agreed upon between the Home and the employee. However, the Floating Holidays are available to an employee who has completed her probation and shall not be cumulative from year to year. Floating Holidays must be taken prior to December 20th or they shall be forfeited. In exceptional circumstances the Employer may waive this date, if requested in writing, prior to December 20th.

Note: The intent is that there shall be no more than twelve (12) paid holidays during this agreement.

15.02 An employee shall not be paid for any recognized holiday if she:

- (a) does not work on such holiday if scheduled to do so, unless a reason satisfactory to the home is provided;
- (b) is absent without authority from his normal scheduled shift immediately preceding or his scheduled shift immediately following the holiday;
- (c) has not worked on twelve (12) days of the four weeks (28 days) preceding the holiday (*full-time employees exempt from this provision*); or
- (d) has not completed her probationary period. Upon the completion of a probationary period, the employee shall be paid for any and all holidays for which she had not been paid which fell

within the probationary period, at the rate of pay that was in effect when the holiday occurred.

- 15.03 When any of the above-noted holidays fall on an employee's scheduled day off, the Home may either:
- (a) pay the employee his holiday pay for the paid holiday; or
 - (b) if mutually agreed by the Home and the employee, designate another day off with holiday pay and the designated day shall be deemed to be the paid holiday. The requested designated day off as a holiday will not be unreasonably denied, provided such request is made for a day off between and inclusive of Monday and Friday.
- 15.04 Notwithstanding Article 15.03 (a) for part-time employees, holiday pay shall mean the regular hourly rate of pay for the hours the employee would otherwise have worked.
- 15.05 For the purpose of this Article only, the holiday day for the above-mentioned holidays shall be from 10:00p.m. on the evening before until 10:00 p.m. on the date of the holiday.
- 15.06 In Lieu of Holiday Pay
- For the purpose of this Article an employee who is required to work on any of the named holidays set out in Article 15.01 will receive either:
- (a) Pay at the rate of one and one-half of the employee's regular rate for work performed on such holiday in addition to the employee's holiday pay;
 - (b) Pay at the rate of one and one-half times of the employee's regular rate for work performed on such holidays and an alternate day off with holiday pay for such day at the employee's regular rate, such alternate date to be scheduled by agreement between the parties within sixty (60) days following the holiday. The employee is required to exercise this option no later than the day of the holiday, failing which the employee will be paid as set out in (a) above.
- 15.07 A part-time employee who has worked at least twelve (12) days in the four (4) week period immediately preceding the week in which a holiday falls and having worked the holiday shall receive time and one-half (1 1/2) for hours worked plus the holiday pay or a day off in lieu with pay.

15.08 Christmas or New Year's Off

The Holiday schedule shall provide that every employee shall have at least Christmas Day or New Year's Day off, on a rotating basis, unless otherwise mutually agreed.

Should the employee who works Christmas Day also request Boxing Day off, the Employer will endeavour to grant this request.

15.09 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

ARTICLE 16 - VACATIONS

16.01 Length of Vacations

For the purpose of calculating eligibility, the vacation year shall be the period January 1 of any year to December 31 of the following year.

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

Full-Time - Effective the next full vacation year.

Less than one (1) year of continuous service	one day per month of service to a maximum of ten (10) days per year.
One (1) year of continuous service	Ten (10) working days
Three (3) years of continuous service	Fifteen (15) working days
Seven (7) years of continuous service	Twenty (20) working days
Fifteen (15) years of continuous service	Twenty-five (25) working days
Twenty-three (23) years of continuous service	Thirty (30) working days
Thirty (30) years of continuous service	Thirty-five (35) working days

Part-time - Effective the next full vacation year.

Less than one (1) year	4% of gross earnings
One (1) year of (1800 hours worked)	4% of gross earnings
Three (3) years of (5400 hours worked)	6% of gross earnings
Seven (7) years of (12,600 hours worked)	8% of gross earnings

Fifteen (15) years of (27,000 hours worked)	10% of gross earnings
Twenty-three (23) years of (41,400) hours worked)	12% of gross earnings
Thirty (30) years of 54.000 hours worked)	14% of gross earnings

16.02 Holidays During Vacation

If a holiday occurs during a full-time employee's vacation period, the employee shall receive an additional day off in lieu thereof within thirty (30) calendar days following the date of the holiday, unless it is mutually arranged with the Employer that the employee shall receive holiday pay in lieu of the additional day off.

16.03 Vacation Pay

Vacation pay for each week of vacation shall be at the rate of two percent (2%) of gross annual earnings.

16.04 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

16.05 Vacation request must be submitted by March 15th of each year and such requests shall be granted on the basis of seniority within the respective job classifications. Vacation requests submitted after March 15th shall be granted on a first come, first served basis, subject to the Employer's approval having due concern for the proper operation of the Nursing Home.

Approved vacation request shall be in writing and a copy given to the employee by April 15th so she may know that her vacation has been approved.

Any employee denied requested vacation shall be notified by April 15th so she may select alternative dates.

Vacation schedules shall be posted by May 1st and shall not be changed unless mutually agreed upon between the employee concerned and the Employer.

It is recognized that vacation may be approved between December 15th and January 15th at the discretion of the supervisor, in order to accommodate Christmas season schedules.

16.06 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

16.07 Vacation time cannot be accumulated without the mutual agreement of the Employer and the employee. If vacations are not taken by December 31st, then the vacation pay will be automatically paid to each employee providing the employee has not had the opportunity to take vacation either through illness or workload.

16.08 Should an employee, during her vacation, become sick and admitted to hospital, the employee shall have the right to cancel her vacation from date of admission to hospital and take the unused vacation at a later date mutually agreeable. In such case the employee must submit to the employer a satisfactory medical doctor's report.

16.09 (a) The details of vacation pay will be provided on a separate line of the pay stub.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income due to personal illness and will be granted to all full-time and part-time employees who work an average of twenty-nine (29) hours or more per week on the following basis:

- (a) Implementation of a weekly indemnity plan to provide coverage on the first day of hospitalization or accident, on the eighth (8th) calendar day of illness. Coverage to continue for seventeen (17) weeks at 66 2/3% of salary.
- (b) Full-time employees who have completed the probationary period shall be credited with six (6) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid to a maximum of 90 hours (12 credits). Providing credits are available, employees will be eligible to claim one hundred (100) percent of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.
- (c) Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.

- (d) Weekly indemnity plan to be effective upon an employee transfer to a full-time position or upon completion of probation for the case of a new full-time employee.

17.02 Proof of Illness

An employee may be required to produce a certificate from a doctor for any illness in excess of three (3) working days.

17.03 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

17.04 Family Leave

Leave with pay shall be granted to a maximum of three (3) full working days in any calendar year for serious illness in the family or other serious family emergencies as approved by the Employer, which shall not be unreasonably denied. Such time off taken shall be deducted from the employee's sick leave, and in the event not enough credit is accrued to the benefit of such employee, such time off shall be without pay. The Employer may require verification by a medical representative approved or designated by the Employer.

17.05 Sick Leave Certificates

1. If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the Doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.
2. In the alternative to 1, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate where permitted under legislation. In such circumstances, the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

17.06 An employee absenting himself on account of personal illness must notify the Employer on the day of illness before the time they would normally report for duty. Evening and Night shift are required to provide four (4) hours notice and Day shift are required to provide two (2) hours notice, unless unavoidable.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 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 or interest or arbitration hearing provided that employees shall be required to obtain permission of the Employer before leaving their employment.

Employees requesting leave of absence shall provide such request in writing at least two weeks in advance of leave.

18.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at conventions or seminars, provided that in no circumstances in any one year shall the total of such leaves exceed a maximum total of forty-five (45) days. In cases where a Union seminar falls on an employee's scheduled workday, and is granted it off, they will be paid, having their timecard marked accordingly, to be paid on that pay period. The Treasurer of the Union will reimburse the Employer any such monies owing by the 15th of the following month.

The request for such leave will be limited to no more than three (3) employees at any one time. The leave request must be made prior to any schedule being posted. Leave may be granted at the discretion of the Employer for later requests.

Employees requesting leave of absence shall provide such request in writing at least two weeks in advance of the leave.

18.03 Bereavement Leave

Effective the date of the Award - March 12, 2021

- a) Upon the death of an employee's spouse (to include same sex partner and common law spouse), parent, stepparent, child, stepchild or grandchild an employee shall be granted leave up to a maximum of five (5) consecutive calendar days without loss of pay.
- b) Upon the death of an employee's brother or sister, or grandparent, an employee shall be granted leave up to a maximum of four (4) consecutive calendar days without loss of pay.

- c) Upon the death of an employee's father-in-law, mother-in-law, legal guardian, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be granted leave up to a maximum of three (3) consecutive calendar days without loss of pay.
- d) It is agreed that pay for such days of absence is limited to the days actually missed from work as per the Employee's scheduled working days.
- e) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of their aunt, uncle, niece, nephew or grandparents-in-law.
- f) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which they are receiving payments for holiday pay or vacation pay.
- g) It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.
- h) The Employee may be provided additional unpaid leave, upon request.
- i) Employees may save one (1) or two (2) consecutive days of the above-noted days in (a), (b), or (c) above for the purposes of delayed interment.

18.04 Pregnancy and Parental Leave

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

- a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

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

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

- (iii) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- b) For Pregnancy Leaves that commence before May 22, 2016: Additional leave of absence may be taken under 18.04 (a) (i) Parental Leave. An employee who does not apply for leave of absence under 18.04 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 18.04 (a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

For Pregnancy Leaves that commence after May 22, 2016: An Employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Standards Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Employment Insurance rate on her last day worked prior to waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks commencement of the leave times her normal weekly hours.

- c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums and pays her portion by the fifteenth (15th) of the month that the premiums are due.
- d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee

will be returned to her former job, former shift if designated. Such return to work will be in accordance with the Employment Standards Act.

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

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in accordance with the provisions of 18.04 (d).
- f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- i) Parental Leave
 - a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
 - b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of a child and who intends to treat the child as his or her own.
 - c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

- d) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- e) For the purposes of Parental Leave the provisions under 18.04 a), c), d), e), f), g) and h) shall also apply.

18.05 Jury or Court Witness Duty

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

Notify the Nursing Home immediately on the employee's notification that he will be required to attend court;

Presents proof of service requiring the employee's attendance; and

Deposits with the Nursing Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

18.06 Education Leave

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications in order to maintain their employment, the Employer shall pay the full cost associated with the courses.

The Executive Director may grant a request for unpaid leave of absence to upgrade employment qualifications, provided she receives at least one (1) month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the nursing home. Applicants, when applying, must indicate the date of departure and specific date of return. Note: This clause shall not apply to pre-employment conditions for employment.

18.07 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave and such request shall be in writing and approved by the Employer.

All accumulated paid holidays and vacation time must be used before a general leave of absence will be granted. Employees will not normally be granted general leaves in order to receive extended vacation time or for the purpose of extra vacation. Such leave shall not be unreasonably withheld.

18.08 Proof for Leave of Absence

The Employer may request an employee to provide proof to indicate that leave of absence was used for the stated purpose.

18.09 The parties agree that seniority shall accrue for all absences paid by the Employer and for all unpaid absences that do not exceed thirty (30) continuous calendar days.

18.10 The parties agree that employees who take a leave of absence of greater than thirty (30) continuous calendar days shall have their anniversary date adjusted by the length of the leave. Vacation entitlement, progression on the salary grid and sick leave accumulation shall also be adjusted by the length of the leave. Employees shall become responsible for the full payment of their welfare benefit premiums for the period of the leave after the thirty (30) days as set out in Article 18.09.

It is further understood that during such unpaid absence, seniority shall not accumulate. Notwithstanding the above, seniority shall accrue during pregnancy and parental leave as set out in Article 18.04 and while employees are on Workers' Compensation benefits for injuries resulting while in the employ of the Employer.

18.11 Upon election to Public Office or being hired by the Canadian Union of Public Employees, employees shall be granted an unpaid leave of absence for up to two (2) years. Seniority will be frozen at the date the employee commences her leave of absence and no further seniority shall accrue until the employee returns to work.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Recognition of Previous Registered Practical Nurse 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 the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment and if she/he fails to do so, she/he shall not be entitled to recognition.

19.02 Pay Days

The Employer shall pay salaries and wages every two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his wage, hours, deductions and accrued vacation.

19.03 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

19.04 Pay During Temporary Transfers

When an employee temporarily substitutes in, or performs the principal duties of a higher paying position than his own regular position, he shall continue to receive the rate of pay for his own regular position, unless such assignment continues for more than one-half shift. If the assignment continues for more than a period of one-half shift, the change in wage rate shall apply from the beginning of such temporary assignment. When an employee is temporarily assigned to a lower paying position than his own, his rate shall not be reduced. Nurses Aides substituting for a Health Care Aide shall not constitute an assignment under this Section.

19.05 Wage Progression

Employees will progress within their position classification from the start rate to the one-year rate and so on, on the basis of eighteen hundred (1800) hours paid by the Employer being equal to one year.

Hours paid by the Employer will include all hours paid for under Workers' Compensation from injuries resulting while in the employ of the Employer and Pregnancy and Parental Leave as set out in Article 18.04.

19.06 Errors on Pay-cheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within five (5) business days from the date the Employer is notified of the error.

If the Employer makes an error in an employee's favour, of a day's pay or less, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, at the request of the employee, the Employer will be reimbursed over the following two or three pay periods as agreed upon between the parties.

ARTICLE 20 - WELFARE BENEFITS

20.01 Hospital and Medical Insurance

The Employer shall pay the following single/family premium cost of the following plans for full-time employees:

- (a) 100% of the premium of Ontario Health Insurance Plan.
- (b) 100 % of the premium for Extended Health Service Plan including Vision Care which will increase from **\$300.00 to \$325.00** every twenty-four (24) months effective the first calendar month following ratification. Employer to provide a drug card with a \$7.50 dispensing fee cap.

Effective January 1st, 2024, vision care will increase from \$325.00 to \$350.00

- (c) 60% of the premium for Blue Cross equivalent of Dental Plan No. 9 at current ODA rates.
(Employees currently enrolled in the dental plan will have the premium paid at 100%***premium subject to prorata formula.)
- (e) 100% of the premium for group life insurance at \$25,000.00.
Effective July 21st, 2010 life insurance coverage to be increased to \$30,000.00.

20.02 Unemployment Insurance

All employees shall be covered by the provisions of the Unemployment Insurance Act.

The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the costs of benefits contained in this agreement.

20.03 Workplace Safety Insurance

Where an employee is in receipt of Workplace Safety Insurance benefits as a result of an injury sustained during employment with the Employer:

- a) The Employer shall continue to pay its portion of insured benefits premiums, provided employees continue to pay their portion for up to twelve (12) months in accordance with the Workplace Safety Insurance Act.
- b) Subsequent to the period set out in (a) above, employees may continue benefit coverage as long as the employment relationship continues providing they make arrangements with the Employer to pay the Employer and employee portion of all benefit premiums to the Employer by the 15th of the month on which the premium is due.

ARTICLE 21 – PRO-RATION FORMULA

21.01 Payment in Lieu of Benefits

Employees who have completed their probationary period shall receive sick leave, uniforms, welfare benefits, holiday pay as follows:

- (a) Employees working less than twenty-nine (29) hours bi-weekly, shall receive no such benefits.
- (b) Employees working more than twenty-nine (29) hours bi-weekly and up to and including thirty-seven and one-half (37 1/2) hours bi-weekly shall receive fifty percent (50%) of such benefits.
- (c) Employees working more than thirty-seven and one-half hours (37 1/2) hours bi-weekly and up to and including forty-five (45) hours bi-weekly shall receive sixty percent (60%) of such benefits;
- (d) Employees working more than forty-five (45) hours bi-weekly and up to and including fifty-six and one-quarter (56 1/4) hours bi-weekly shall receive seventy-five percent (75%) of such benefits;

- (e) Employees working more than fifty-six and one-quarter (56 1/4) hours bi-weekly shall receive one hundred percent (100%) of such benefits.

For the purpose of this Article, the hours performed by the employees shall be determined on the basis of average hours worked bi-weekly over the course of a period of eighth (8) pay periods and will include all vacation time taken.

ARTICLE 22 - GENERAL CONDITIONS

22.01 Proper Conditions

- a) A staff lounge will be provided for employees to have their meals and change their clothes. The staff lounge will be maintained and appropriately furnished.
- b) Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings in during working hours.

22.02 Bulletin Boards

The Employer shall provide a bulletin board in the staff lounge upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. All notices shall be approved by the Executive Director, such approval shall not be unreasonably denied.

22.03 Educational Allowances

The Employer shall pay one hundred percent (100%) of the Cost of any course of instruction required by the Employer for an employee to better qualify himself to perform his job. Payment shall be made on successful completion of the course.

22.04 Copies of the Agreement

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and his rights and duties under it. Sufficient copies of the Collective Agreement shall be printed with the cost of such printing to be borne equally by the Employer and the Union.

22.05 Plural or Feminine Terms May Apply

Wherever 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 require.

22.06 No Elimination of Present Classification

Existing classification shall not be eliminated or changed without prior discussion with the Union.

22.07 Job Descriptions

The Employer agrees to make job descriptions available to employees and the Union.

When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavor to negotiate a mutually satisfactory rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

22.08 Uniform Allowance

The Home shall pay a uniform allowance of \$12.00 per month to each employee who is required to wear a uniform at work. Such allowance shall be paid quarterly by March 31, June 30, September 30, and December 31 each year.

22.09 No Contracting Out

The Employer shall not contract out any work presently performed by the employees in the bargaining unit during the life of this Agreement.

22.10 Employees shall have the right to see their personnel file upon written request in the presence of the Executive Director or designate.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Union-Employer Health and Safety Committees

A Health and Safety Committee shall be established which is composed of three (3) Union members and three (3) Employer members. The Committee shall hold bi-monthly meetings or at the request of either party for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and to improve existing health and safety conditions and practices. Minutes shall be taken at all meetings and sent to the Employer and the Union.

23.02 Health and Safety Committee Pay Provisions

Time spent by members of the Health and Safety Committee in the course of their duties shall be compensated in accordance with the Occupational Health and Safety Act.

23.03 Time Off

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars if required by the Employer.

23.04 Safety and Health Records

The Employer shall provide the union with all accident reports and other health and safety records in the possession of the Employer, in accordance with the Occupational Health and Safety Act.

ARTICLE 24 - LABOUR MANAGEMENT COMMITTEE

24.01 Establishment of Committee

A Labour Management Committee shall be established consisting of three (3) Union employees and representatives of the Employer.

24.02 Function of Committee

The purpose of this committee is to consult regularly during the term of the Agreement relating to the day-to-day operational issues of the workplace which affect the parties bound by this Agreement.

24.03 Meetings of Committee

The Committee shall meet bi-monthly or at the request of either party. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance. Employees shall not suffer any loss of pay for time spent at meetings.

24.04 Minutes

Minutes of meetings shall be signed by the Executive Director and President of the Union as promptly as possible after the close of meetings. The Union and Employer shall receive signed copies five (5) days after the meeting.

ARTICLE 25 - PENSION

- 25.01 a) Each eligible employee covered by this Collective Agreement shall contribute from each pay an amount equal to four percent (4%) of applicable wages to the Nursing homes and related Industries Pension Plan being a multi-employer pension plan (the “Plan”). The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- b) The definition of “applicable wages” for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- c) Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred and seventy-five (975) hours of service.
- d) The Employer and the employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.
- e) The Union acknowledges and agrees that other than making its contribution to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.
- f) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act*, 1987,

which the Executive Director may reasonably require in order to properly record and process pension contributions and pension benefits.

ARTICLE 26 - TERM OF AGREEMENT

26.01 This Agreement shall remain in effect from **January 1, 2022 to December 31, 2024** and shall continue from year to year thereafter unless either party gives to the other party in writing at least ninety (90) calendar days prior to the termination in any year that it desires its termination or amendment.

26.02 All items agreed to during bargaining will be effective on the date of Union ratification unless specifically set out otherwise.

The Employer shall pay retroactivity in accordance with Schedule “A” hereto attached and forming part of this Agreement. If any employee has terminated her employment, the Employer shall advise the employee by notice, in writing, to the last known address on the records of the

Employer, and the employee shall have fourteen (14) days from the posting within which to claim any payment due to her, and failing claim for payment, the Employer shall not further be obligated for payment to such employee.

The Employer will endeavour to ensure that all retroactive money for current employees will be paid within six (6) weeks of the date of Union ratification.

Signed at Gravenhurst this day of June, 2022.

By the authorized representatives for:

**SIGNED ON BEHALF OF
MUSKOKA SHORES
CARE COMMUNITY**

Cathy Van Beek
Cathy Van Beek (Jun 6, 2022 16:42 EDT)

Christine Devine
Christine Devine (Jun 7, 2022 10:27 EDT)

**SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2481**

Dawn Hudson
Dawn Hudson (Jun 7, 2022 11:19 EDT)

Sean Wilson
Sean Wilson (Jun 7, 2022 11:21 EDT)

SCHEDULE A

MUSKOKA SHORES CARE COMMUNITY						1.50%	1.50%	1.50%
Classifications	Steps	Increment	January 1 st 2021 (Current)	Special Adjustment	2 full pay periods after ratification	January 1 st 2022	January 1 st 2023	January 1 st 2024
Kitchen/Laundry Aides	1	Start	\$ 20.26	0.24	\$ 20.50	\$ 20.81	\$ 21.12	\$ 21.44
	2	450 HRS	\$ 20.48	0.52	\$ 21.00	\$ 21.32	\$ 21.63	\$ 21.96
	3	1800 HRS	\$ 20.74	0.84	\$ 21.58	\$ 21.90	\$ 22.23	\$ 22.57
	4	3600 HRS	\$ 20.93	1.15	\$ 22.08	\$ 22.41	\$ 22.75	\$ 23.09
Housekeeping/ Cleaners	1	Start	\$ 20.26	0.24	\$ 20.50	\$ 20.81	\$ 21.12	\$ 21.44
	2	450 HRS	\$ 20.48	0.52	\$ 21.00	\$ 21.32	\$ 21.63	\$ 21.96
	3	1800 HRS	\$ 20.74	0.84	\$ 21.58	\$ 21.90	\$ 22.23	\$ 22.57
	4	3600 HRS	\$ 20.93	1.15	\$ 22.08	\$ 22.41	\$ 22.75	\$ 23.09
Nurse Aide/Activity Aide	1	Start	\$ 20.26	1.10	\$ 21.36	\$ 21.68	\$ 22.01	\$ 22.34
	2	450 HRS	\$ 20.48	1.44	\$ 21.92	\$ 22.25	\$ 22.58	\$ 22.92
	3	1800 HRS	\$ 20.74	1.81	\$ 22.55	\$ 22.89	\$ 23.23	\$ 23.58
	4	3600 HRS	\$ 20.93	2.12	\$ 23.05	\$ 23.40	\$ 23.75	\$ 24.10
PSW	1	Start	\$ 21.04	1.70	\$ 22.74	\$ 23.08	\$ 23.45	\$ 23.78
	2	450 HRS	\$ 21.26	2.19	\$ 23.45	\$ 23.80	\$ 24.16	\$ 24.52
	3	1800 HRS	\$ 21.54	2.67	\$ 24.21	\$ 24.57	\$ 24.94	\$ 25.32
	4	3600 HRS	\$ 21.72	2.99	\$ 24.71	\$ 25.08	\$ 25.46	\$ 25.84
Handyperson	1	Start	\$ 20.70	0.66	\$ 21.36	\$ 21.68	\$ 22.01	\$ 22.34
	2	450 HRS	\$ 20.91	1.01	\$ 21.92	\$ 22.25	\$ 22.58	\$ 22.92
	3	1800 HRS	\$ 21.13	1.42	\$ 22.55	\$ 22.89	\$ 23.23	\$ 23.58
	4	3600 HRS	\$ 21.36	1.69	\$ 23.05	\$ 23.40	\$ 23.75	\$ 24.10
Asst Cook	1	Start	\$ 20.34	1.18	\$ 21.52	\$ 21.84	\$ 22.17	\$ 22.50
	2	450 HRS	\$ 20.57	1.60	\$ 22.17	\$ 22.50	\$ 22.84	\$ 23.18
	3	1800 HRS	\$ 20.81	2.07	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.93
	4	3600 HRS	\$ 21.01	2.87	\$ 23.88	\$ 24.24	\$ 24.60	\$ 24.97
Cook	1	Start	\$ 21.36	0.90	\$ 22.26	\$ 22.59	\$ 22.93	\$ 23.28
	2	450 HRS	\$ 21.63	1.30	\$ 22.93	\$ 23.27	\$ 23.62	\$ 23.98
	3	1800 HRS	\$ 21.80	1.91	\$ 23.71	\$ 24.07	\$ 24.43	\$ 24.79
	4	3600 HRS	\$ 22.11	2.10	\$ 24.21	\$ 24.57	\$ 24.94	\$ 25.32
RPN	1	Start	\$ 26.18	2.19	\$ 28.37	\$ 28.80	\$ 29.23	\$ 29.67
	2	450 HRS	\$ 26.40	2.81	\$ 29.21	\$ 29.65	\$ 30.09	\$ 30.54
	3	1800 HRS	\$ 26.66	3.94	\$ 30.60	\$ 31.06	\$ 31.52	\$ 32.00
	4	3600 HRS	\$ 26.87	4.23	\$ 31.10	\$ 31.57	\$ 32.04	\$ 32.52
CSA	1	Start	\$ 17.26	1.00	\$ 18.26	\$ 18.53	\$ 18.81	\$ 19.09
	2	450 HRS	\$ 17.40	1.00	\$ 18.40	\$ 18.68	\$ 18.96	\$ 19.24
	3	1800 HRS	\$ 17.53	1.00	\$ 18.53	\$ 18.81	\$ 19.09	\$ 19.38
	4	3600 HRS	\$ 17.66	1.00	\$ 18.66	\$ 18.94	\$ 19.22	\$ 19.51

LETTER OF UNDERSTANDING

BETWEEN

MUSKOKA SHORES CARE COMMUNITY

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2481

RE: RECOGNITION OF PREVIOUS EXPERIENCE (RPNs and PSWs)

Effective two (2) pay periods after ratification (December 15, 2021), 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 the SCHEDULE A "RATES OF PAY". Part-time service shall be recognized on the basis of one thousand eight hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired Employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if they fail to do so they shall not be entitled to recognition.

For clarity, relevant experience is limited to the wages associated with the 'SCHEDULE A RATES OF PAY' and will not affect any articles associated with seniority; for example, but not limited to, job postings and vacation.

DATED THIS ____ DAY OF June 2022.

**SIGNED ON BEHALF OF
MUSKOKA SHORES
CARE COMMUNITY**

Cathy Van Beek
Cathy Van Beek (Jun 6, 2022 16:42 EDT)

Christine Devine
Christine Devine (Jun 7, 2022 10:27 EDT)

**SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2481**

Dawn Hudson
Dawn Hudson (Jun 7, 2022 11:19 EDT)

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