

COLLECTIVE AGREEMENT

BETWEEN

HURON LODGE COMMUNITY SERVICE BOARD INC.

(hereinafter referred to as the "Employer/Board")

HURON LODGE



-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 1880-00**

(hereinafter referred to as the "Union")

CUPE·SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique

TERM OF AGREEMENT: April 1, 2023 to March 31, 2026

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ARTICLE 1 - PURPOSE

1.01 The general purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish working conditions, hours of work, and wages for all employees who are subject to the provisions of this Collective Agreement, fulfill the objectives of the Board, and to give service to the public.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the Board's operations and direction of the employees are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, efficiency and set hours of work, subject to this Collective Agreement;
- b) Hire, promote, demote, classify, transfer, and suspend employees and to discipline or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority that they have been demoted or improperly;
 - i. Classified;
 - ii. Transferred;
 - iii. Suspended;
 - iv. Discharged

OR otherwise disciplined without just cause may be the subject matter of a grievance and dealt with as hereinafter provided.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 The Employer recognizes the Canadian Union of Public Employees and the Huron Lodge Community Service Board Inc. of Local 1880, Unit #1, as the sole and exclusive bargaining agent for all the Huron Lodge Community Service Board Inc. employees in Unit #1 at the City of Elliot Lake in the District of Algoma save and except the Chief Executive Officer, persons above the rank of Chief Executive Officer, Managers, Supervisors, persons above the rank of Supervisors, Coordinators, graduate Registered Nurses, undergraduate Registered Nurses, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period.

3.02 The Employer recognizes the Canadian Union of Public Employees and the Huron Lodge Community Service Board Inc. of Local 1880, Unit #2, as the sole and exclusive collective bargaining agent for all the Huron Lodge Community Service Board Inc. employees in Unit #2 being those employees working less than twenty-four (24) hours per week at the City of Elliot Lake in the District of Algoma save except the Chief Executive Officer, persons above the rank of Chief Executive Officer, Manager, Supervisors, persons above the rank of Supervisors, Coordinators, graduate Registered Nurses, undergraduate Registered Nurses, and students employed during the school vacation period.

3.03 Persons excluded from the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, training, experimenting or in emergencies when regular employees are not readily available.

3.04 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Collective Agreement, including, but not limited to, the investigation and processing of grievances, and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties shall be considered as time worked.

3.05 Regular full-time employee is an employee who works on an average of thirty-four (34) hours per week over a six (6) week time period.

Part-time employee is an employee who works on an average of thirty-three and three quarter (33.75) hours per week or less over a six (6) week time period.

Casual employee is an employee called in to replace regularly scheduled staff who cannot perform their shift and must be available to work twenty-four (24) hours in a six (6) week time period provided the shifts are offered.

Term employee is an employee working in a term position.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and Union agree that there will be no discrimination, interference, restriction or coercion exercised by any of its representatives with respect to any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offence, marital status, family status, handicap or membership in a trade Union.

- 4.02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practiced on employees of the Board by any of its members or representatives and that there will be no Union activity, solicitation for membership or collection of dues on the Employer's time, and no meeting on Board premises except with the permission of the Employer.
- 4.03 a) Every employee has the right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offence, marital status, family status, handicap or membership in a trade Union.
- b) Every employee has the right to freedom from sexual/personal harassment in the workplace by their Employer or agent of the Employer or by another employee.
- c) Harassment means engaging in but not limited to a course of vexatious comment that is known or ought reasonably to be known to be unwelcome.
- 4.04 a) Every employee has the right to be free from a sexual solicitation or advance made by a person in a position to confer, grant, or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome.
- b) Every employee has the right to be free from a reprisal or threat of reprisal for the rejection of sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant, or deny a benefit or advancement to the person.
- 4.05 Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as a grievance at Step 3 of the grievance procedure, either by the individual or the Union. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- 4.06 In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where sexual harassment may result in the transfer of any employee, where possible, it shall be the harasser who is transferred. The employee who is harassed will not be transferred against their will.
- 4.07 Employees who are being subjected to resident harassment will draw this to the attention of the manager or supervisor, who will be required to deal with the problem immediately.
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ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT - CHECK-OFF OF UNION DUES

- 5.01 All employees of the Employer save and except the Chief Executive Officer, persons above the rank of Chief Executive Officer, Managers, Supervisors, persons above the rank of Supervisors, Coordinators, graduate Registered Nurses, undergraduate Registered Nurses, and students employed during the school summer vacation period, as a condition of employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of employment, become and remain members in good standing in the Union within thirty (30) days of employment.
- 5.02 For every employee in the bargaining unit, deductions shall be made from every payroll and shall be forwarded to the National Secretary-Treasurer of the Union monthly, accompanied by a list of names from whose wages the deductions have been made.
- 5.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall supply to the Union, without charge, receipts in the name of the Union in the amount of Union dues paid by each member in the previous year.

ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.01 The Employer agrees to acquaint new employees with the fact that a Union Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Membership Requirement - Check-off of Union Dues. The Unit Vice-President shall be provided with 15 minutes to orientate new employees and provide them with a copy of the Collective Agreement.

ARTICLE 7 - CORRESPONDENCE

- 7.01 a) All correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the Chief Executive Officer and the Unit Vice-President and National Representative of the Canadian Union of Public Employees.
- b) Labour/Management meeting minutes shall be signed and posted within twenty-one (21) days of the meeting.

ARTICLE 8 - RESPONSIBILITY OF EMPLOYEES

- 8.01 It is recognized that the Employer is responsible for the safety, health, comfort and general welfare of the clients of Huron Lodge Community Service Board Inc., Therefore, the employees recognize they must be prepared to assist in carrying out the services of the Employer.
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- 8.02 The responsibility to the clients is the ultimate responsibility of the Employer and requires that any dispute arising over the interpretation of the terms of this Collective Agreement be adjusted and settled in an orderly manner without interruption to the said services of the clients; therefore, the employees agree that if any differences with the Employer occur during the time period of this Collective Agreement, that same will be dealt with under the Grievance Procedure hereinafter set forth.
- 8.03 It shall be the responsibility of all employees to notify the Human Resources/Finance Coordinator within three (3) days of any change in their address or telephone number.

ARTICLE 9 - LABOUR -MANAGEMENT BARGAINING RELATIONS

- 9.01 A Unit Bargaining Committee shall be appointed and consist of not more than three (3) members of the bargaining unit. The Union will advise the Employer of the Union nominees to the committee.
- 9.02 Any designated representative of the Union bargaining or grievance committee, who is in the employ of the Employer, shall have the right to attend meetings mutually agreed upon held within working hours without loss of remuneration. It is understood that this provision applies also to the grievance and arbitration procedures including any employees identified in Article 11.07.
- 9.03 The Union agrees to submit the names of the grievance and bargaining committee to the Employer in writing as soon as possible after their appointment.
- 9.04 Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Collective Agreement, the following shall apply:

The Chief Executive Officer and the Human Resources/Finance Coordinator, or their designate, who shall represent the Employer and two members of the Bargaining Unit, shall meet at a time and place mutually satisfactory up to four (4) times annually.

A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Collective Agreement.

Any representative(s) attending such meetings, during their regular scheduled hours of work, shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of rehabilitation programs for drug abuse and alcohol abuse is an appropriate topic for the Labour Management Committee.

9.05 Health and Safety

Employees who attend Health & Safety meetings shall be paid in accordance with Health & Safety Legislation.

ARTICLE 10 - GRIEVANCE PROCEDURES

- 10.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and Union Stewards. The Steward shall assist any employee which the Steward represents in preparing and presenting their grievance in accordance with the grievance procedure.
- 10.02 The Employer shall be notified in writing by the proper officials of the Union of the names of the Stewards and the members of the Grievance Committee, and of any changes in the same as soon as possible after their appointment.
- 10.03 It is agreed that the grievance procedure will as far as is practical, be carried on outside of working hours so as to reduce loss of services to a minimum.
- 10.04 If it is necessary for a Steward or other employee to take time off during working hours in connection with a grievance, they must receive permission from the Chief Executive Officer to be off at a time which will least interfere with the work. Notwithstanding Section 10.03 it is understood by the Employer that permission requested under Section 10.04 will not be unreasonably withheld.
- 10.05 A grievance shall be defined as any dispute arising out of interpretation, application, administration or alleged violation of the Collective Agreement. All alleged grievances shall be submitted and replied to in writing beginning at Step 2.
- 10.06 The parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees therefore are urged to try to settle their complaints with the Employer as soon after they originate as possible.
- 10.07 Should any question as to the meaning or alleged violation of the provisions of this Collective Agreement arise between the Employer and any employee or the Union, an earnest effort will be made to adjust such question in the following manner:

Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, they will first seek to settle the dispute with the ten (10) working days of the alleged grievance or violation. The Department Head or Supervisor shall render their decision verbally within five (5) working days from date of the meeting with the employee or steward.

Step 2

Failing satisfactory settlement within five (5) working days after the reply is received under Step 1, the Steward will submit to the Chief Executive Officer a written statement of the particulars of the grievance and the redress sought. The Chief Executive Officer shall render their written decision to the Steward within five (5) working days after receipt of such notice.

Step 3

Failing settlement being reached in Step 2, the Grievance Committee will within ten (10) working days submit the grievance to the Board of Directors who shall render their written decision within ten (10) working days after receipt of such notice.

- 10.08 Any policy grievance or difference arising directly between the Union and the Employer as to the application, interpretation or alleged violation of this Collective Agreement (other than contract renewal discussions) may be submitted by either party to the other at Step 3, in writing.
- 10.09 In determining the time within which any step, except arbitration, is to be taken under the foregoing provisions of Article 11, Saturdays, Sundays and recognized Holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Employer and the Union.
- 10.10 If advantage of the provisions of this Article is not taken within the time limits specified herein, or as extended as set out in 10.09 herein, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.
- 10.11 The nature of the grievance, the remedy sought and the section or sections of the Collective Agreement which are alleged to have been violated shall be set out in the written record of the Grievance at Step 2 and may not be subject to change in later steps.
- 10.12 When three (3) or more employees have grievances and such grievances are alike, they may be handled as a group grievance and presented at Step 2 of the Grievance Procedure.
- 10.13 Discipline Notices

The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

ARTICLE 11 - ARBITRATION

- 11.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Collective Agreement within sixty (60) days of receiving the written reply at Step 3, indicating the names of proposed Arbitrators. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of the agreed to Arbitrator from the list or alternatively, suggest a new list of names for consideration.
- 11.02 If the party receiving the notice fails to appoint an arbitrator, the parties may apply to the Ontario Labour Relations Board to appoint an Arbitrator.
- 11.03 The Arbitrator shall determine their own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision as soon as possible.
- 11.04 The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 11.05 Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator.
- 11.06 The time limits fixed in the arbitration procedure may be extended by consent of both parties.
- 11.07 At Step 2 or Step 3 of the Grievance or Arbitration Procedures, the parties shall have the assistance of any employee(s) concerned as witness(es) and any other witnesses.
- 11.08 Notwithstanding 11.01 - 11.05, the parties may agree to the appointment of a Grievance Mediation Officer in an endeavour to affect a settlement prior to arbitration.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is defined as the length of service calculated from the last date of hiring in the bargaining unit for full-time employees and shall include service with the Employer prior to the certification of recognition with the Union. Seniority for part-time/casual employees will be based on total hours worked up to the date of the job posting with respect to job postings only. Seniority shall function on the basis of bargaining unit wide seniority.
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12.02 a) Two seniority lists shall be prepared by the Employer. Regular full-time employees showing their date of hire with the Employer. For part-time and casual employees the seniority list will be expressed in terms of hours and shall be established on the following basis:

- The seniority list will be based on hours of work calculated from the calendar year 2001.

Such lists shall be posted on the bulletin board and a copy sent to the Union Unit Vice-President or National Representative.

b) Seniority Lists shall be revised twice yearly and posted in the months of June and December. If no written protest is received by the Chief Executive Officer within thirty (30) days of the date of posting such lists shall be deemed correct.

12.03 Probationary Employees

a) New employees of the Employer shall be considered probationary employees until they have had 337.5 hours of work with the Employer, after which their continuous services shall date from the original hiring date. Probationary employees will have access to the Collective Agreement save and except for dismissal. However, the Employer agrees that no probationary employee will be terminated without just cause.

b) Newly hired employees shall be advised by the Employer that any information pertaining to clients is confidential and no information regarding clients is to be made public without first obtaining permission in writing of the Chief Executive Officer. All existing and future employees will sign a declaration acknowledging the confidential nature of their position. A copy of the declaration is attached to the Collective Agreement.

c) All newly hired employees will have a training period of fifteen (15) hours except Personal Support Workers who will have a minimum training period of fifty-two and one half (52.5) hours. Homemakers will have a minimum training period of twenty-two and one half (22.5) hours. Personal Support Workers will have orientation in each Assisted Living location. Orientation shifts will include one (1) night shift and one (1) evening shift. Cooks will have a minimum training period of thirty-two (32) hours one of which will be on a Saturday or Sunday.

12.04 Break in Seniority

An employee shall lose all services and seniority and shall be deemed to have terminated if they:

- a) Voluntarily resigns or retires;
 - b) Is discharged for just cause and is not reinstated;
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- c) Fails to return to work without just cause;
- d) Fails to give notice of intent to return to work after recall within ten (10) working days, exclusive of Saturday, Sunday and Holidays of being sent a re-hiring notice to their last known address by registered mail or courier;
- e) Utilizes a leave for purposes other than those for which the leave of absence may have been granted;
- f) Absents themselves from work for three (3) scheduled working days without reasonable excuse;
- g) Is laid off for a period of more than twenty-four (24) months;
- h) Is a casual employee who has not worked as per Article 3.05;
- i) Leaves the workplace without permission during regular working hours without an acceptable reason.

12.05 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

12.06 Where an employee is on an unpaid leave of absence of two (2) months or more such employee shall not accumulate seniority, but the seniority standing shall be the same as it was at the commencement of such leave of absence, plus two (2) months. When an employee returns to work the period of absence beyond two (2) months shall be indicated on the seniority list.

12.07 Transfer of Seniority

Where a part-time or casual employee transfers to a full-time position or vice versa their seniority shall not be changed but date of hire will be maintained unless amended by other provisions of this Collective Agreement.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 In all cases of promotions, demotions, transfers or lay-offs the following two (2) factors shall be considered by the Employer in determining which employees shall be affected:

- a) The bargaining unit wide seniority ranking of the employees affected;
- b) The requirements of efficiency of operation, ability, knowledge, training and skill of the individual to fulfil the requirements of the job, and the capability of the individual to assume responsibility.

13.02 In order to ensure that employees are given the opportunity of applying for inter-departmental transfers and promotions, the Employer agrees to comply with the following procedures:

- a) When permanent vacancies occur, or new jobs are created within the scope of this Collective Agreement, the Employer shall post all such vacancies or new jobs in accordance with Article 13.01 (a) and (b) on bulletin boards for a period of five (5) working days where all employees may see them.
- b) When term positions become available due to employee absences, excluding vacations, the Employer shall post such term absences indicating the possible length of the term vacancy.

Successful applicants shall remain in such term positions for up to six (6) months from the date of the position becoming vacant when length of term is unknown or up to known period of absence when length of term is predetermined. Successful applicants shall maintain their employee status held prior to being the successful applicant. (whether Full-time, Part-time or Casual)

At the end of the six (6) month or predetermined period as noted above, the Employer shall post the vacancy as a permanent position.

Upon return to work of the employee who was on temporary absence, they shall be reinstated to their former position and status and those employees who have filled the vacancy shall use the layoff provisions of the Collective Agreement.

- c) If full-time or part-time employees do not bid for such vacancies or new jobs, then these vacancies or new jobs may be filled by new employees.
 - d) Successful applicants for job postings will not be permitted to apply for job postings or any other subsequent vacancies for a period of six (6) months except where a part-time employee is applying for a permanent full-time position. Where there is an opportunity for financial gain for the employee, the Employer will consider the posting within the six
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(6) month period. Probationary employees who have completed their training period will be considered for any job postings.

- 13.03 Employees transferred on this basis will be on a trial period of thirty (30) days worked and all seniority privileges shall transfer with them. In the event that employees revert to their previous job, they shall maintain all rights and privileges of their previous job.
- 13.04 If an employee cannot perform to the satisfaction of the Employer in the job in which they have been promoted or transferred, the Employer may within the first six (6) weeks that the employee is in the job return the employee to their previous job. Other employees, who may have been promoted, transferred, or hired from outside the bargaining unit because of the promotion or transfer referred to above, shall also be returned to their former jobs or, if they have been hired outside the workplace, shall be laid off. Also, if any employee leaves a job to which they have been promoted or transferred, the Employer may return other employees who may have been promoted, transferred, or hired outside of the bargaining unit because of the promotion or transfer referred to above, to their former jobs, or if they have been hired outside of the workplace, lay them off. Further vacancies resulting under this clause need not be re-posted.
- 13.05 When an employee transfers to a higher paid job, the employee shall receive the wage rate in the salary range for the new job which is above the rate they were receiving prior to their transfer and the employee shall progress within the new salary range in accordance with their length of service in the new job.
- 13.06 When an employee is transferred by the Employer or through selection for a posted vacancy or by layoff bumping, to a higher paid classification or a lower paid classification they shall be placed on the grid in the new classification at the rate which is immediately higher than the rate they were receiving prior to this transfer and they shall progress within the new salary range in accordance with their length of service in the new classification. In such cases where the employee transfers to a lower paid classification and the maximum rate of the new classification is lower than the rate they were receiving prior to transfer they shall be paid at the maximum rate payable in the lower classification.
- 13.07 An employee who wishes to transfer from their present position or classification to a different position or classification in the workplace, may advise the Employer, in writing, of their request. The request for transfer will be considered when vacancies occur subject to the article on job posting.
- 13.08 The Employer may, without posting, fill temporary or emergency vacancies for a period not exceeding fifteen (15) days.
- 13.09 Employer agrees to provide the Union with copies of all job descriptions.
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13.10 New Classification

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

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

When the Employer makes a substantial change in the job content of an existing classification which causes such classification to become a new classification, the Employer agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

ARTICLE 14 - LAY-OFF AND RECALL

14.01 The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than (8) weeks, notice in writing of their layoff in accordance with the following schedule:

Up to 1-year service	1 weeks' notice
1 year but less than 3 years' service	2 weeks' notice
3 years' but less than 4 years' service	3 weeks' notice
4 years' but less than 5 years' service	4 weeks' notice
5 years' but less than 6 years' service	5 weeks' notice
6 years' but less than 7 years' service	6 weeks' notice
7 years' but less than 8 years' service	7 weeks' notice
8 years' service or more	8 weeks' notice

Such notice shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

In the event of a proposed layoff of more than eight (8) weeks' duration, the Employer will:

- a) Provide the Union with no less than thirty (30) calendar days notice of such layoff, and
 - b) Meet with the Union through the Bargaining Committee to review the following:
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- i. The reason causing the layoff;
- ii. The method of implementation including the areas of cut-back and employees to be laid off.

14.02 In the event of a substantial cut-back in service, the Employer will provide the Union with reasonable notice. If requested, the Employer will meet with the Union through the bargaining committee to review the reasons and expected duration of the cut-back in service, any re-alignment of service or staff redundancy and its effect on employees in the bargaining unit.

14.03 In all other cases of layoff, the Employer shall give each employee in the bargaining unit who has acquired seniority one (1) weeks' notice provided however, such notice shall not be required if the layoff occurs because of emergencies resulting from fire and acts of God.

14.04 In the event of a layoff, the Employer shall lay off employees in the reverse order of their seniority provided that there remain on the job employees who have the ability and qualifications to perform the work.

14.05 An employee is defined to be on layoff where there is reduction in hours or a position is declared redundant. An employee who is subject shall have the right to:

- a) Bump an employee who has less seniority provided the employee has the ability and is qualified to perform the work, or;
- b) Accept the layoff.

The decision of the employee to choose (a) or (b) above shall be given in writing to the Chief Executive Officer or their designate, within five (5) working days excluding Saturday, Sunday and Holidays, following the notification of the layoff. Employees failing to do so shall be deemed to have accepted the layoff.

14.06 An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and are qualified to perform the work, after articles 13.01 and 13.02 have been applied.

An employee on layoff shall be given preference for term positions for which they have the ability and are qualified to perform the work, which are expected to exceed fifteen (15) working days after article 13.01 and 13.02 have been applied. An employee who has been recalled to such term position shall not be required to accept such recall and may instead remain on layoff.

14.07 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Employer of their intention to do so, in accordance with article 14.08, or has been determined unable to perform the work by reason of qualifications or ability.

14.08 It is the sole responsibility of the employee who is on layoff to notify the Employer of their intention to return to work within ten (10) working days, exclusive of Saturday, Sunday and Holidays, after being notified to do so by registered mail or courier.

The notice to return to work shall be mailed to the last address on record with the Employer. The employee is solely responsible for their proper address being 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 for work.

14.09 Where the employee fails to notify the Employer of their intention to return to work in accordance with article 14.08, the employee shall lose all seniority and shall be deemed to have quit.

14.10 An employee on layoff shall retain the rights of recall for a period of twenty-four (24) months from the date the layoff commenced.

ARTICLE 15 - HOLIDAYS

15.01 The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday (first Monday in August)
Family Day	Labour Day
Good Friday	National Day of Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Due to the nature of the services necessary in the workplace, many of the employees may be required to work on these holidays. Employee's preference shall be considered based on seniority before posting of schedules for any statutory holiday, provided there is no delay in stating preference.

15.02 All employees, other than full-time employees, not working on any of the public holidays (as per Article 15.01) shall be entitled to receive public holiday pay based on the total amount of regular wages and vacation pay payable in the four work weeks before the work week in which the public holiday occurred, divided by twenty (20).

Full time employees not working on any of the paid holidays will be paid seven and one half (7 ½) hours.

An employee will not be paid if:

1. The employee has been instructed to report for their regular shift and has not done so.
2. If the employee fails without reasonable cause to work all their regularly scheduled day of work before the public holiday or all their first regularly scheduled day of work after the public holiday.
3. The employee is on approved Leave of Absence as defined in Article 18.

15.03 An employee required to work on any of the above statutory holidays and who has successfully completed the probationary period will be paid at the rate of 1 ½ times their applicable hourly rate plus payment for the statutory holidays as in 15.01. The employee may receive 1 ½ time their applicable hourly rate and bank the statutory holiday pay.

Overtime to begin at 12:01 a.m. to continue for the twenty-four (24) hour period of that day.

15.04 When a paid Holiday as identified in article 15.01 falls on a Saturday or Sunday, the Employer shall designate the date of recognition of the Holiday for employees working a Monday - Friday rotation.

ARTICLE 16 - VACATIONS

16.01 For the administration of vacations, April 1st shall be the commencement date of each vacation year. In the year in which a full-time employee qualifies for additional vacation entitlement, the increase will occur on the employee's anniversary date.

16.02 Annual vacation shall be:

After one year of employment	112.5 hours vacation with pay
After three years of employment	150.0 hours vacation with pay
After ten years of employment	187.5 hours vacation with pay
After fifteen years of employment	225.0 hours vacation with pay
After twenty-five years of employment	262.5 hours vacation with pay

Casual and Part-Time employees to receive on each bi-weekly pay period in the year earned:

After one year of employment	Six percent (6%) paid
After three years of employment	Eight percent (8%) paid
After ten years of employment	Ten percent (10%) paid
After fifteen years of employment	Twelve percent (12%) paid
After twenty-five years of employment	Fourteen percent (14%) paid

Note: For those employees who have accrued vacation banks, those banks will be paid out on the employee's anniversary date and effective the date of ratification, part-time and casual employees will no longer accrue vacation banks and will be paid on each bi-weekly pay period as provided above.

- 16.03 If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually designated by the Chief Executive Officer and the employee.
- 16.04 An employee who resigns, is discharged for just cause or retires with less than ten (10) years of service and has received their annual vacation prior to such resignation, discharge or retirement is entitled to vacation on a pro rata basis, therefore the Employer may deduct from any monies owing to an employee, the amount of vacation overpayment.
- 16.05 a) Vacation schedules shall be submitted to the Chief Executive Officer or designate twice annually on February 28th at 3:00 pm which covers April 1st to September 30th and August 31st at 3:00 pm which covers October 1st to March 31st of each year. Vacations schedules shall be posted by April 1st and October 1st respectively;
- b) Seniority within sections shall be the determining factor in choosing of vacation periods and;
- c) The Employer will be the final judge of the vacation time. Requests of the individual employees will be considered and granted if practicable and will not be unreasonably denied. When two or more employees want to take a vacation at approximately the same time and all cannot be spared, the employee or employees with the most section seniority will be given the choice, provided application is made by April 1st and October 1st respectively. After April 1st and October 1st, applications will be considered in the order in which they are received.
- 16.06 An employee shall be entitled to receive their vacation in an unbroken period to a maximum of four (4) consecutive weeks unless otherwise mutually agreed upon between the Employer and employee.

Where an employee has requested vacation time other than in an unbroken period, this request shall be made two weeks in advance. Requests for vacation time made less than two (2) weeks in advance may not necessarily be granted but shall not be unreasonably withheld. No requests for vacation time will be considered within twenty-four (24) hours of an employee's work schedule, except in cases of emergency.

No part-day vacations will be granted, except in cases of emergency.

- 16.07 All employees shall have the option of carrying a maximum of thirty-seven and one half (37.5) hours of vacation into the following year.
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ARTICLE 17 - SICK LEAVE

- 17.01 The provisions for sick leave time shall cover only regular employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illness covered by the Workplace Safety and Insurance Board, subject to 17.08.
- 17.02 Sick leave shall not be paid to employees who have not served the probationary period for that position. However, upon completion of the probationary period for that position, such employees shall be credited with eleven and one quarter (11.25) hours per month from the date of employment.
- 17.03 The length of service shall be calculated from the date of employment and such service must be continuous from the said date of employment.
- 17.04 In order to qualify for sick leave credits, an employee must work for a minimum of seventy-five (75) hours in that month.
- 17.05 No member shall draw during their active service with the Employer accumulated sick leave benefits if the employee is absent from work is not due to illness subject to 17.11. A Certificate of a medical practitioner will be required by the Chief Executive Officer after an employee has been absent for three (3) consecutive working days. Following the third instance of absence in a calendar year, the Chief Executive Officer may request a certificate of a medical practitioner from the first day of absence.
- 17.06 Each employee shall be entitled to eleven and one quarter (11.25) hours of sick leave each month. This leave shall accumulate to a maximum of eighteen hundred (1,800) hours. Upon dismissal, resignation, or retirement of employee, remuneration equal to one-half (.5) accumulated sick leave shall be paid after five (5) years of service.
- 17.07 A master record of each employee's sick leave, showing the accumulated credit and accredited debits shall be kept by the Employer and each employee may, at reasonable times, check their current balance.
- 17.08 Regular part time employees shall have their sick leave pro-rated as to the actual number of hours worked.
- 17.09 Casual employees who work longer than thirty (30) consecutive days in a regular shift pattern shall be credited with sick leave credits according to Article 17.06 of the Collective Agreement.
- 17.10 The Employer agrees to provide each employee by January 31st payroll of the year with a letter indicating the number of sick credits in the employee's bank calculated up to and including December 31st.
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17.11 Employees may use a maximum of four (4) paid sick days from their accumulated sick bank (if applicable) annually for the purposes of out of town medical appointments and may use a maximum of six (6) paid sick days from their accumulated sick bank (if applicable) for family responsibility leave or for family illness. Any requests exceeding the maximums outlined in this article will be considered on a case by case basis and will not be unreasonably denied.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Leave of absence without pay will be granted as indicated and upon the following conditions:

Not to exceed one (1) employee during the life of this Collective Agreement will be granted leave of absence for each requested leave to attend Union Conventions or to do other similar work for the Union, provided the Employer is given at least two (2) weeks' notice in writing and the employee can be spared, and the leave of absence will not exceed two (2) weeks' in each case.

The Employer recognizes the right of an employee to participate in Public Affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in Federal and Provincial Elections; such leave shall not exceed one month.

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year.

18.02 Bereavement Leave

- a) In the event of a death in the family of an employee (i.e. spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents or grandchildren), a reasonable amount of leave of absence will be granted for the purpose of attending the funeral.
 - b) In recognition of the various personal relationships and responsibilities which exist among different families no fixed amount of leave has been established.
 - c) It is recognized that the requirements of the employee can vary. Therefore, a leave of absence will be granted with pay, however an appropriate deduction from accumulated sick leave, not to exceed six (6) days will be made for all regularly scheduled time taken after the third consecutive day. The provision of six (6) additional days from the sick leave credits shall occur no more than once in a fiscal year.
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18.03 Pregnancy/Parental Leave

The following language is meant to reflect entitlements under the Employment Standards Act.

- i. An employee who is entitled to take a pregnancy or parental leave shall not be terminated or laid off, disciplined or suspended because the employee is so entitled, or has in fact applied for or taken such leave.
- ii. Seniority for all purposes continues to accrue during pregnancy and parental leaves. Following the statutory pregnancy/parental leave an employee shall be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement the employee shall be paid at the rate the employee would be earning if they had worked through the leave.
- iii. The Employer shall continue to make Employer contributions to pension, life insurance, accidental death, extended health and dental plans unless the employee has advised the Employer, in writing, that the employee does not wish to continue to make the employee contributions (if any) to such plans.
- iv. An employee who is entitled to pregnancy/parental leave is required to give two (2) weeks' notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery. If the employee does not specify the date of the end of the pregnancy leave, it will be assumed that the employee wishes to take the maximum leave.
- v. If an employee on pregnancy/parental leave wishes to change the date of return to work to an earlier date, the employee must give the Employer four (4) weeks' written notice of the date on which they intend to return.
- vi. An employee who has given notice to begin a pregnancy/parental leave may change the notice to an earlier date by giving at least two (2) weeks' written notice before the earlier date. The employee may change to a later date by giving two (2) weeks' notice before the leave was to begin.
- vii. If an employee wishes to change the date of return to a later date, but subject to the rules concerning the maximum length of leave, the employee must give the Employer four (4) weeks written notice before the date the leave was to end.

18.03 a) Pregnancy Leave

- i. An employee is entitled to at least seventeen (17) weeks of unpaid leave of absence for pregnancy if the employee has been employed for at least thirteen (13) weeks' preceding the estimated day of delivery.
 - ii. The leave may be commenced up to seventeen (17) weeks before the expected date of delivery.
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- iii. If pregnancy-related complications force the employee to stop work before the employee has arranged her pregnancy leave, the employee has two (2) weeks from that date to give the Employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.
- iv. A pregnancy leave will normally end seventeen (17) weeks' after it begins but if the mother suffers a still-birth or miscarriage or the child dies while the mother is still on her pregnancy leave, the pregnancy leave will end six (6) weeks after the date of the still-birth, miscarriage, or birth or seventeen (17) weeks' after the pregnancy leave commenced, whichever is later.
- v. If the employee has been on her pregnancy leave for seventeen (17) weeks' but the child has not yet been born and the employee will be entitled to take parental leave immediately after birth.

18.03 b) Parental Leave

- i. "Parent" includes a person with who a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
 - ii. An employee who has been employed by their Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.
 - iii. An employee may begin parental leave no later than seventy-eight (78) weeks' after the day the child is born or comes into the employee's custody, care and control for the first time.
 - iv. An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.
 - v. An employee wishing to take parental leave shall give the Employer written notice at least two (2) weeks before the leave is to begin.
 - vi. An employee's parental leave ends sixty-one (61) weeks' after it began, if the employee also took pregnancy leave and sixty-three (63) weeks' after it began, otherwise.
 - vii. An employee may end their parental leave earlier than the date advised by giving the Employer written notice at least four (4) weeks before the day the employee wishes to end the leave.
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18.04 Jury Duty

The Employer shall pay to any employee who is required to report for Jury Duty on their regular work day and who produces a satisfactory statement that they did so report, an allowance equivalent to the difference between (a) their regularly scheduled hours of work at their applicable straight time hourly rate; and (b) the Jury Duty pay received by the employee for that day.

18.05 Personal Leave of Absence

When the operational requirements permit, an employee may be granted leave without pay or benefits in accordance with the following conditions:

- a) The request for a personal leave shall be in writing to the Chief Executive Officer as far in advance as possible but not less than four (4) weeks' in advance of the commencement date of such leave;
- b) Leave granted under this clause shall be for a minimum period of one (1) month to a maximum period of twelve (12) months.

Subject to the respective terms and conditions of the insurance carrier, employees on such personal leave of absence as covered in Article 18.05 shall assume the total cost of premiums for the Benefit Plans under Article 20.01 for those months covered by the leave of absence without pay;

- c) Employees on a personal leave of absence shall accumulate seniority in accordance with Article 12.06.
- d) If any employee on a leave of absence is engaged in gainful employment (except as outlined in 18.01), the employee shall forfeit their seniority and the employee's name will be stricken from the seniority list. The individual will no longer be considered an employee.

18.06 Additional Leaves of Absence

In addition to the leaves outlined in Article 18 – Leave of Absence, and subject to the terms and conditions of the Employment Standards Act, as may be amended from time to time, employees may have the right to take unpaid time off from work for the following types of leave (note: this is in not an exhaustive list): personal emergency, family caregiver, family medical, critically ill child care, organ donor, reservist, and crime related child death or disappearance leave. Employees may be eligible whether employed on a full-time, part-time, permanent or term contract basis.

ARTICLE 19 - HOURS OF WORK

19.01 All regular full-time employee's normal hours of work shall be seven and one half (7.5) hours per work day to twelve (12) hours per work day depending on the employee's classification.

The normal work schedule shall be seventy-five (75) hours biweekly exclusive of an unpaid one-half (.5) hour meal period. Where employees work a twelve-hour (12) day shift, there will be two (2) thirty (30) minute meal periods of which forty-five (45) minutes shall be unpaid.

- 19.02 a) This Article replaces Article 19.01 only where an agreement has been reached between the parties to change the work schedule for one or more departments.
- b) i. Full-time employees shall apply for a schedule by seniority.
- ii. Part-time shall be assigned a schedule that is closest to their current hours of work.
- iii. Additional part-time hours will be assigned according to seniority.
- c) Every new schedule shall have a trial period of three (3) months. A second vote will be held in order for the new schedule to continue. Once a new schedule is agreed to, it will be effective for a minimum of two (2) years.
- d) When the Employer or the Union request a change in rotation, 19.02 a), b), c) will occur.
- e) If no agreement can be reached, the department will revert to 19.01

- 19.03 a) Employees shall be allowed to leave the building during meal break, except for those employees working 11:00 p.m. to 7:00 a.m. or 7:00 p.m. to 7:00 a.m. Employees working this rotation shall be paid for 8 hours or 12 hours respectively.
- b) Where an employee has been instructed to remain in the building by the Chief Executive Officer or Manager, Assisted Living Services, the employee will receive a paid meal break.

19.04 Overtime

- a) In addition to regular hours of work, staff will be expected to put in overtime as required; shall be expected to respond to emergencies and shall take week-end and statutory holiday duty as scheduled. Overtime shall be authorized by the Employer in advance.
- b) i. Overtime for regular full-time employees will be recompensed at the rate of one and one half (1.5) times the normal hourly rate, for hours in excess of the regular schedule, however in no case shall overtime be paid unless such time exceeds the employee's normal scheduled hours for that day. (Normal scheduled shifts can be from seven and
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one half (7.5) hours per shift to twelve (12) hours per shift depending on the employee's classification.)

- ii. In the case of regular part-time employees or casual employees, no overtime will be paid until the part-time employee or casual employee has worked the equivalent full-time hours for that pay period.
- iii. The implementation of the twelve-hour (12) rotation created a situation which was unanticipated by the Employer and the Union. While the twelve-hour (12) rotation conforms to the seventy-five (75) hours biweekly, there are situations where one week exceeds thirty-seven and one half (37.5) hours.

The Employer and the Union agreed that a change in schedule would not increase the costs to the Employer therefore Article 19.04 (b) will be interpreted to be seventy-five (75) hours biweekly before overtime is paid under the twelve (12) hour rotation currently in place.

- c) Staff who work any overtime shall be recompensed if they so desire by time off when this can be arranged by the Chief Executive Officer or Manager, Assisted Living Services. The Employer will bank one and one half (1.5) hours for each hour of overtime worked. Banked time not used will be paid out on pay period twelve (#12) (June) and pay period twenty-five (#25) (December). Such payment will be made at the employee's regular hourly rate of pay.
- d) Regular full-time employees being called in on their day off will be paid overtime.
- e) Employees working in Maintenance or as Homemakers who are called out shall receive a minimum of three (3) hours at the applicable overtime rate.
- f) Any employee instructed to work more than one (1) shift in a twenty-four (24) hour period (12:00 to 11:59) shall be paid at the overtime rate. All overtime shall be offered in accordance with seniority. Should all senior employees decline the overtime, it shall be assigned to the most junior employee.

19.05 When the employees wish to exchange a shift or days off, no overtime will be paid as a result of such exchange. The exchange must be in writing and have the prior approval of the Chief Executive Officer or Manager, Assisted Living Services. All exchanges must take place during the same pay period to be considered.

No more than twelve (12) exchanges by the same employee may occur within the same year.

Requests for exchange of shifts or days off made less than two (2) weeks in advance may not necessarily be granted but shall not be unreasonably withheld. No requests for exchange of shift or days off will be considered within twenty-four (24) hours of an employee's work schedule, except in cases of emergency and shall not be unreasonably withheld.

- 19.06 a) Employees will be paid a shift differential of eight dollars and sixteen cents (\$8.16) per night shift.
- b) Employees shall be paid a premium of seventy-five cent (\$0.75) for all hours worked between 7:00 p.m. Friday and 7:00 a.m. Monday.
- c) Maintenance employees required to be on standby shall be paid the following stand by rate:
- Weekends (Saturday and Sunday) – Forty dollars (\$40.00) per day
 - Holidays – Fifty-five dollars (\$55.00) per day

19.07 Replacing Regular Staff

- a) i. The Employer shall call part-time and casual staff except as provided for in (a) (ii) on the basis of a tick-sheet on a daily basis beginning with the most senior employee and working through the list until an employee accepts.
- ii. Prior to offering RPN replacement work to a more junior part-time or casual employee, the Employer must first offer the available work to a senior RPN working in a lower classification scheduled for the same shift, starting with the most senior employee.
- b) Part-time and casual staff are to be paid in accordance with Schedule “A” of the Collective Agreement.

19.08 Part-time and casual staff called in to replace regular employees will continue working the employees shift rotation without interruption except as noted below:

- a) Except when replacing according to Article 19.07
- b) Until regular staff returns to work
- c) Up to a maximum of fifteen (15) days

19.09 Wherever possible, employees who are employed by other Employers will provide in writing on a bi-weekly basis, a schedule of the shifts for which they are available for call-in.

19.10 All work schedules shall be posted six (6) weeks in advance.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 During the term of the Collective Agreement, the Employer agrees to contribute 100% of the total employee premium cost for regular full-time employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including enrolment requirements. Any increase in premiums will be the responsibility of the Employer.

It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits levels shall not be reduced. The Employer agrees to notify the Union of the changed carrier before the changed carrier's plan goes into operation. The Employer agrees to copy the Union on any communication to its members with regards to the changed plan. Upon request by the Union, the Employer agrees to provide the Union with the details of any benefits levels that have changed. The Employer will provide the Unit Vice President of the Union with a benefit booklet with respect to the changed carrier's plan as soon as such booklet is prepared and available.

1. Liberty Health Extended Health Care Plan; or equivalent. Formulary 3 Drug Plan which covers drugs that legally require a prescription or life sustaining drugs but does not cover over the counter (OTC) medications.
2. Liberty Health Dental Plan 2B; or equivalent.
3. The equivalent of the disablement and Long Term Disability Plan that is presently administered by the Employer.
4. Life Insurance at \$75,000.00.
5. Vision Care; Employees shall be allowed four hundred dollars (\$400.00) per family member per twenty-four (24) months for the purposes of purchase of glasses and/or contact lenses.
6. Costs of Benefits described in this Article shall be paid for by the Employer for a period of twelve (12) continuous months from the original date of certified disability for those Employees who qualify for Long Term Disability as described in Article 20.01 (3) or receiving payment for a compensable injury under the Workplace Safety and Insurance Board.

After twelve (12) months, the employee will have the option of assuming the total cost of premiums for the Benefit Plans under Article 20.01. subject to the respective terms and conditions of the Benefit Carriers.

20.02 Part-time and casual employees covered by this Collective Agreement will be paid additional direct compensation of nine (9%) per cent of the employee's straight time hourly rate in lieu of employee Benefits provided for full-time employees.

Employees on leave of absence without pay in excess of three (3) continuous calendar weeks (Except as outlined in Article 18.03) shall assume the total cost of premiums for the Benefit Plans under Article 20.01 for those months covered by the leave of absence without pay.

20.03 H.O.O.P.P.

As a condition of employment all eligible employees shall enroll in the Hospitals of Ontario Pension Plan. (H.O.O.P.P.)

20.04 Employees who retire from their employment with the Employer shall be allowed to continue available employee benefits at their own expense. Subject to the employee having twenty (20) years of service and being sixty (60) years of age. Such coverage is provided subject to the terms and conditions of the Fringe Benefit Plan carrier and shall terminate at age sixty-five (65).

ARTICLE 21 - BULLETIN BOARDS

21.01 The Employer agrees that the Union shall have the right to use the Bulletin Board supplied by the Employer. Such Bulletin Board to be used to post notices of meetings and other such notices that may be of interest to the employees concerned.

ARTICLE 22 – WAGES

22.01 Wages Increases:

Effective April 1st, 2023	1%
Effective April 1st, 2024	2.75%
Effective April 1st, 2025	2.75%

22.02 Retro Pay

Increases to the salary schedule shall be retroactive to April 1, 2023. Where the employees either have left the employ of the Employer and/or have entered the employ of the Employer since April 1, 2023, they shall be entitled to a pro-rated amount of such payments.

The Employer will endeavor to provide all retroactivity within ninety (90) days of the Interest Arbitration Award and/or receiving written notice of ratification. If the retro is not paid within ninety (90) days, then thereafter interest will be paid at the rent deposit interest rate.

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

All former employees shall be sent notice by the Employer at their last known address and will have sixty (60) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

22.03 Every January and June all part-time and casual employees who have not reached the maximum rate on the grid shall receive a statement outlining their total number of hours worked in each department from their date of employment.

22.04 Bridging

Full-time employees who have successfully completed the probationary period who go off work due to illness whether compensable or non-compensable and who have exhausted Employment Insurance sick benefits and accumulated sick benefits and who have an income replacement plan pending are eligible to have income replacement continued by the Employer. Replacement of wages shall be based on the projected amount of the income replacement plan.

Employees will sign an agreement to re-pay monies advanced by the Employer and such consent will outline the terms of repayment.

Any payment under this provision shall be to a maximum of seventeen (17) weeks.

ARTICLE 23 - GENERAL

23.01 Whenever the singular is used in the Collective Agreement it shall be considered as if the plural has been used where the context of the part or parties hereto so requires. A spouse will also mean a partner of the same sex.

23.02 The Union and the Employer desire every employee to be familiar with the provisions of the Collective Agreement and their right and obligations under it. For this reason, the Employer shall print, (cost to be shared equally between the Union and the Employer), sufficient copies of the Collective Agreement to be made available as soon as possible after signing. The Employer will ensure that the Union has sufficient quantities of the contract so that existing and new employees can be provided with individual copies. The Union will accept the responsibility of ensuring that all existing and new employees have a copy of the Collective Agreement.

23.03 a) Uniform Allowance

Where the Employer requires employees to be in uniform the Employer will specify the uniform. The Employer will reimburse one hundred and fifty dollars (\$150.00) per year for full-time employees and seventy-five dollars (\$75.00) for every part-time employee upon receipt of purchase. A part-time employee working in excess of thirteen hundred hours (1300) in a year will be deemed full-time for purposes of the uniform allowance.

b) Aprons

The Employer agrees to supply aprons to all dietary staff. The aprons are to remain the property of the Employer and the Employer will be responsible for cleaning.

c) Safety Footwear

The Employer will provide an annual allowance of two hundred dollar (\$200.00) for the purchase of one (1) pair of CSA approved safety footwear for those employees engaged in work in the Maintenance, Specialized Transit and Dietary departments.

23.04 Access to Personnel File

Under management supervision, an employee shall have the right to have access and review their personnel file on an annual basis and shall have the right to respond in writing to any document contained therein. Such request shall be by appointment at a mutually agreed time.

Such reply shall become part of the permanent record.

All information in an employee's file shall remain as confidential material to the Employer and employee who is the subject of such file and such information shall not be available to other employees. However, the Employer may give information if requested by another Employer for the purposes of job reference.

23.05 No employee will be required to own a vehicle as a condition of employment. However, should an employee be requested to use their vehicle for the business of the Employer and the employee agrees, the employee shall be compensated at the rate of sixty-eight (68) cents per kilometre for travel.

23.06 Employees requested by the Employer to drive Employer-owned vehicles must hold and show proof of a valid and appropriate operator's license for the vehicle in use.

23.07 Bargaining Unit Work

The Employer agrees that it will not permit non-bargaining unit employees to perform work normally performed by bargaining unit employees to the extent that bargaining unit employees are laid off or lose hours of work as a result thereof.

23.08 a) Where employees have had their employment terminated by the permanent discontinuance of all of the Employer's business, the Employer shall pay severance to each regular full-time and regular part-time employee whose employment has been terminated and who has been employed for five (5) or more years;


- b) The severance pay to which an employee is entitled shall be an amount equal to the employee's regular wages for a regular non-overtime work week multiplied by the sum of:
- i. The number of the employee's completed years of employment; and
 - ii. The number of the employee's completed months of employment divided by twelve (12) but shall not exceed twenty-six (26) weeks regular wages.


ARTICLE 24 - TERM OF AGREEMENT

- 24.01 This Collective Agreement shall be binding and remain in effect from April 1, 2023 to March 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least ninety (90) days prior to the 31st day of March 2026 that it desires its termination or amendment.
- 24.02 Any changes deemed necessary in this Collective Agreement may be made by mutual agreement at any time during the existence of this Collective Agreement.
- 24.03 Either party desiring to propose changes to this Collective Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed.
- 24.04 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within a period of thirty (30) days from termination date of contract, if required to do so.

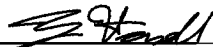
SIGNED at Elliot Lake this 12th day of January, 2024.

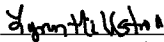
FOR THE EMPLOYER/BOARD

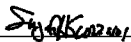

Norman Mann (Jan 15, 2024 13:19 EST)



Sylvie Roberge (Jan 16, 2024 09:59 EST)

FOR THE UNION


Tammy Harnell (Jan 13, 2024 13:26 EST)


Lynn Hillstrom (Jan 12, 2024 18:56 EST)


Ingria Medina-Scozzaro (Jan 12, 2024 11:00 EST)


Melinda Genys (Jan 14, 2024 17:30 EST)

Schedule "A"

CLASSIFICATION	PROBATION	LEVEL 1	LEVEL 2	LEVEL 3
April 1, 2023	1.00%	1.00%	1.00%	1.00%
RPN	\$24.57	\$25.03	\$25.57	\$26.05
Rec. Therapis	\$23.35	\$23.81	\$24.28	\$24.71
PSW	\$22.63	\$23.13	\$23.65	\$24.16
Cook	\$20.90	\$21.34	\$21.78	\$22.28
Maintenance	\$20.44	\$20.95	\$21.44	\$21.94
Clerical Support - <i>Admin</i>	\$20.10	\$20.60	\$21.11	\$21.56
Clerical Support - <i>Accounting</i>	\$20.10	\$20.60	\$21.11	\$21.56
Specialized Transit	\$18.01	\$18.35	\$18.71	\$19.01
Dietary Aide	\$17.18	\$17.65	\$18.14	\$18.60
Homemaker	\$17.18	\$17.65	\$18.14	\$18.60

CLASSIFICATION	PROBATION	LEVEL 1	LEVEL 2	LEVEL 3
April 1, 2024	2.75%	2.75%	2.75%	2.75%
RPN	\$25.25	\$25.72	\$26.27	\$26.77
Rec. Therapis	\$23.99	\$24.46	\$24.95	\$25.39
PSW	\$23.25	\$23.77	\$24.30	\$24.82
Cook	\$21.47	\$21.93	\$22.38	\$22.89
Maintenance	\$21.00	\$21.53	\$22.03	\$22.54
Clerical Support - <i>Admin</i>	\$20.65	\$21.17	\$21.69	\$22.15
Clerical Support - <i>Accounting</i>	\$20.65	\$21.17	\$21.69	\$22.15
Specialized Transit	\$18.51	\$18.85	\$19.22	\$19.53
Dietary Aide	\$17.65	\$18.14	\$18.64	\$19.11
Homemaker	\$17.65	\$18.14	\$18.64	\$19.11

CLASSIFICATION	PROBATION	LEVEL 1	LEVEL 2	LEVEL 3
April 1, 2025	2.75%	2.75%	2.75%	2.75%
RPN	\$25.94	\$26.43	\$26.99	\$27.51
Rec. Therapis	\$24.65	\$25.13	\$25.64	\$26.09
PSW	\$23.89	\$24.42	\$24.97	\$25.50
Cook	\$22.06	\$22.53	\$23.00	\$23.52
Maintenance	\$21.58	\$22.12	\$22.64	\$23.16
Clerical Support - <i>Admin</i>	\$21.22	\$21.75	\$22.29	\$22.76
Clerical Support - <i>Accounting</i>	\$21.22	\$21.75	\$22.29	\$22.76
Specialized Transit	\$19.02	\$19.37	\$19.75	\$20.07
Dietary Aide	\$18.14	\$18.64	\$19.15	\$19.64
Homemaker	\$18.14	\$18.64	\$19.15	\$19.64

Note: Progression through Schedule "A"

After the completion of the probationary period as per Article 12.03 (a), employees will progress to Level 1 and each additional level after the completion of 1950 hours (1950 hours = 1 year).

Client File Confidentiality Policy

Huron Lodge Community Service Board Inc. has adopted this Policy to ensure that all Huron Lodge Community Service Board Inc. employees are aware of our commitment to the privacy and protection of client information.

Protecting the privacy and confidentiality of personal information is an important aspect of the way Huron Lodge Community Service Board Inc. conducts its business. Collecting, using, and disclosing personal information in an appropriate, responsible, and ethical manner is fundamental to Huron Lodge Community Service Board Inc.'s daily operations.

Huron Lodge Community Service Board Inc. strives to protect and respect the personal information of its customers, employees, business partners, and so on in accordance with all applicable regional and federal laws. Each staff member of Huron Lodge Community Service Board Inc. must abide by the organization's procedures and practices when handling personal information.

Requirement of Confidentiality

In accordance with the Personal Health Information Protection Act, 2004 PHIPA, Huron Lodge Community Service Board Inc. requires all employees to handle sensitive personal client information in a confidential and appropriate manner. It is understood that employees of Huron Lodge Community Service Board Inc. will become aware of confidential information regarding our clients through the course of their employment. Employees agree that if confidential information is not effectively protected, the operations of Huron Lodge Community Service Board Inc. may be threatened, and the well-being and privacy of our clients may suffer irreparably.

Employees of Huron Lodge Community Service Board Inc. are required to keep all confidential information and relevant medical knowledge regarding both the Corporation and our clients confidential both during and after their term of employment. These practices have been adopted as they have been deemed essential to the protection of Huron Lodge Community Service Board Inc., and the well-being and privacy of our clients.

Procedures for Use of Electronic Database

Huron Lodge Community Service Board Inc. staff shall be provided with individual accounts that allow access to an electronic database of medical records and client files. The use of this database will be required in the performance of regular job duties.

1. Huron Lodge Community Service Board Inc. will provide training in the appropriate use of the electronic database.



2. Huron Lodge Community Service Board Inc. staff members with access to the electronic database will be required to create a unique username and secret password in accordance with Huron Lodge Community Service Board Inc.'s parameters and maintain the privacy of these account details.
3. At no time shall any Huron Lodge Community Service Board Inc. staff member use the account of any other employee or allow any other employee to have access to their account, or account information.
4. In the event of a lost username or password, Huron Lodge Community Service Board Inc. staff are directed to contact the Community Support Services Coordinator.

Confidentiality Agreement

The following is classed as Confidential Information:

- Client lists
- Client medical histories
- Client personal information
- Medical research
- Labour relations
- Human resource planning, policies or procedures
- Corporation financial information, status and statements
- Any information, or documentation labelled "Confidential" by Huron Lodge Community Service Board Inc., or listed as such by separate memorandum, or e-mail that informs of confidential status
- Any information pertaining to Huron Lodge Community Service Board Inc. clients and visitors

Any information relating to Huron Lodge Community Service Board Inc. that is freely in the public domain may not be considered "Confidential". In the event that an employee can prove that information was possessed before it was received from Huron Lodge Community Service Board Inc., or that information was gained from an unrelated third party, said information will not be classified as "Confidential".

Nondisclosure:

In working for Huron Lodge Community Service Board Inc., employees shall not divulge, disclose, provide or disseminate Confidential Information to any third party not employed by Huron Lodge Community Service Board Inc. at any time, unless Huron Lodge Community Service Board Inc. and or a client gives written authorization. Furthermore, Confidential Information shall not be used for any purpose other than its reasonable use in the normal performance of employment duties for Huron Lodge Community Service Board Inc.

Corporation Property:

Upon termination of employment with Huron Lodge Community Service Board Inc., employees shall promptly return (without duplicating or summarizing), any and all material pertaining to Huron Lodge Community Service Board Inc. business in their possession including, but not limited to: all client information (charts, lists, etc.), physical property, documents, keys, electronic information storage media, manuals, letters, notes and reports.

Legal:

This agreement will not supersede any legal obligation to disseminate information when required to do so in a court of law.

Signature of Employee

Signature of Chief Executive Officer or Designate



LETTER OF UNDERSTANDING #1

Between

HURON LODGE COMMUNITY SERVICE BOARD INC.

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1880-00**

Whereas Ontario Health under the Government of Ontario, provides targeted Compensation Enhancement of \$3.00 per hour (regular time) and \$4.50 per hour (overtime/worked statutory holidays) for Eligible Workers providing personal support services in the home and community care sector under the *Supporting Retention in Public Services Act, 2022* ("the Act").


And whereas, this funding will be provided to Eligible Workers, in accordance with the details outlined in the additional terms and conditions of the Act.

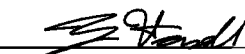
Therefore, the parties agree that the Compensation Enhancement for direct service hours of the Assisted Living for High Risk Seniors Program, of Huron Lodge Community Board Inc., be applied to eligible classification(s) for the duration of the Provincial funding.


SIGNED at Elliot Lake this 12th day of January, 2024.


FOR THE EMPLOYER/BOARD

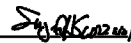
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

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