

COLLECTIVE AGREEMENT

between

**THE GROVE
(Arnprior & District Nursing Home)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2704**

October 9, 2023 to October 8, 2025

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – MANAGEMENT RIGHTS	2
ARTICLE 3 – RECOGNITION	3
ARTICLE 4 – RELATIONSHIP	4
ARTICLE 5 – UNION REPRESENTATION	4
ARTICLE 6 – NO STRIKES - NO LOCKOUTS	5
ARTICLE 7 – LABOUR-MANAGEMENT COMMITTEE.....	5
ARTICLE 8 – GRIEVANCE PROCEDURE.....	6
ARTICLE 9 – POLICY GRIEVANCES.....	7
ARTICLE 10 – MEDIATION AND ARBITRATION	7
ARTICLE 11 – DISCHARGE AND SUSPENSION CASES.....	8
ARTICLE 12 – TIME LIMITS	9
ARTICLE 13 – PERSONNEL FILE.....	9
ARTICLE 14 – SENIORITY	10
ARTICLE 15 – LAYOFFS AND RECALLS	12
ARTICLE 16 – VACANCIES.....	14
ARTICLE 17 – JOB POSTING	14
ARTICLE 18 – HOURS OF WORK	16
ARTICLE 19 – PAID HOLIDAYS.....	19
ARTICLE 20 – VACATIONS.....	21
ARTICLE 21 – HEALTH AND WELFARE.....	23
ARTICLE 22 – LEAVE OF ABSENCE	26
ARTICLE 23 – BEREAVEMENT LEAVE	27
ARTICLE 24 – PREGNANCY/PARENTAL LEAVE	27

ARTICLE 25 – PAID JURY DUTY OR COURT WITNESS DUTY LEAVE	30
ARTICLE 26 – TECHNOLOGICAL CHANGES.....	30
ARTICLE 27 – MISCELLANEOUS.....	30
ARTICLE 28 – RETIREMENT & TERMINATION	30
ARTICLE 29 – BULLETIN BOARDS	31
ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY.....	31
ARTICLE 31 – RETROACTIVITY.....	32
ARTICLE 32 – JOB SECURITY AND JOB RECLASSIFICATION	32
ARTICLE 33 – WAGES	33
ARTICLE 34 – TERMINATION OF AGREEMENT	34
SCHEDULE ‘A’	35
LETTER OF UNDERSTANDING – RPN (RAI).....	36
LETTER OF UNDERSTANDING – Extended Tours/Hybrid Schedules.....	36

ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Home and its employees, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement and further to provide procedures for the prompt and equitable disposition of grievances. It is recognized by this Agreement to be the duty of the Home and its employees to cooperate fully, individually and collectively, for the advancement of said aforementioned objectives.

1.02 Definition of Employees

The following definitions shall be applied to this Agreement:

- (a) A "full-time employee" shall be defined as an employee who regularly works thirty-seven and one-half (37½) hours per week.
- (b) A "regular part-time employee" shall be defined as an employee who is regularly scheduled and works less than thirty-seven and one-half (37½) hours per week.
- (c) A "casual employee" shall be defined as an employee who works on a relief or ad hoc basis and may be called as required by the Home. The parties agree that such a casual employee has the option of refusing work when such work is made available to them.
- (d) Temporary Employees may be hired for a specific term to replace an employee who will be on an approved leave of absence, absence due to WSIB disability, sick leave, long-term disability or union leave. Where the employee is hired to replace an employee who will be on an approved leave of absence, absence due to WSIB disability, legislated leave, sick leave or long-term disability, the term may extend up to the length of the leave of the person being replaced. The period of employment of such persons in such a position will not exceed the absentee's leave. Release of such persons shall not be the subject of a grievance, providing an employee is not already a member of the bargaining unit, unless the temporary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising rights under this Agreement.

A temporary employee may also be hired to perform a special non-recurring task, which will last no longer than six (6) months. This time may be extended a further six (6) months on mutual agreement of the Union, employee, and Employer.

This clause would not preclude such temporary Employee from using the job posting provision under the Collective Agreement. However, prior order of consideration will be given to seniority-based employees as per Article 14. If the temporary Employee is the successful applicant to a regular permanent position and completes their probation period following entry into a regular permanent position the employee will be credited with seniority from the date of hire as a temporary employee provided there has been no break in service longer than 30 days between the end of the employment as a temporary employee and the start of employment as a permanent employee.

The Employer will outline to employees selected to fill such vacancies and the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) Where a dispute arises between the parties as to which status an employee rightly belongs [(a) or (b) above] then the hours of such employee shall be mathematically averaged over a period of four (4) calendar weeks back from the date on which such dispute was raised by either of the parties.
- (f) Regular "part-time employees" shall be scheduled on a rotational basis in accordance with their Master Schedule. Where an employee is scheduled and does not work the schedule, they shall be deemed to have worked for purposes of the rotation.
- (g) A student shall be defined as an employee who is attending secondary or post-secondary school on a full-time basis, who is available to work on a regular part-time schedule during the non-school vacation period and/or is available to work on an on-call basis during the school vacation period.

For purposes of this Article the school vacation period is limited to the Christmas Break, March break and the summer break.

ARTICLE 2 – MANAGEMENT RIGHTS

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

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, layoff, and suspend employees, and to discipline or discharge any employee provided that a claim by an employee who has acquired seniority that they have been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees. Such rules and regulations and any amendments thereto shall be discussed with the Union prior to their implementation;
- (d) determine the nature and kind of business conducted by the Home; the kinds and locations of operations; equipment and materials to be used; the methods and techniques of work; the number of employees to be employed; the extension, limitation, curtailment or cessation of operations or any part thereof; and to determine and exercise all other functions and prerogatives which shall remain solely with the Home except as specifically limited by the express provisions of this Agreement.

2.02 No Discrimination or Harassment

The Home and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

- 2.03** The Home and the Union agree that there shall be no discrimination against any employee because of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability or for any other reason as prohibited by the Ontario Human Rights or by the Canadian Charter of Rights.
- 2.04** The Home agrees to acquaint new employees with the fact that a Union Agreement is in effect. The Home further agrees to provide the Local with the names and date of hire of new employees.
- 2.05** Every employee who is covered by this agreement has the right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code and Occupational Health and Safety Act as amended from time to time.

“Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonable to be known to be unwelcome”. Ref: *Ontario Human Rights Code, Sec. 10 (1)*.

“Workplace Harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or thought reasonable to be known to be unwelcome”. Ref: *Occupational Health and Safety Act. Sec. 1 (1)*.

The local parties will determine the appropriate means of promoting an effective and meaningful way of addressing discrimination and harassment in accordance with the Collective Agreement. At any stage of the process the employee may file a grievance.

ARTICLE 3 – RECOGNITION

- 3.01** The Home recognizes the Union as the sole and exclusive bargaining agent for all employees at "The Grove" (The Arnprior and District Nursing Home) at Arnprior, in the Province of Ontario, save and except Department Heads, those above the rank of Department Head, Registered Nurses and Office Staff.
- 3.02** All references to the female gender in this Agreement shall read as applying to the male gender where the context would apply.
- 3.03** Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for the purposes of instruction, experimenting, emergencies, or while awaiting the arrival of a regular employee.
- 3.04** The Home shall not expand the extent of the practice that existed as of and prior to February 6, 1996, regarding the use of volunteers with respect to work usually performed by members of the bargaining unit if, a layoff or reduction of hours of any employees results from such expanded use of volunteers. The use of volunteers regarding unfunded programs shall not be limited or restricted by this Article.
- 3.05** **No Other Agreements**

No Employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this collective agreement without the written agreement of the Employer, Employee, the local union and National Representative. No employee or group of employees shall undertake to represent the Union without the Union's written authorization.

3.06 No Contracting Out

The Employer will not contract out work usually performed by members of the Bargaining Unit, if any contracting out services results in a reduction of hours of work or pay of any employees of the Bargaining Unit.

ARTICLE 4 – RELATIONSHIP

- 4.01** The parties hereto mutually agree that any employee of the Home covered by this Agreement may become a member of the Union if they wish to do so, and may refrain from becoming a new member of the Union if they so desire.
- 4.02** The Home shall deduct from every employee any monthly dues or assessments in accordance with the Local Bylaws and National Constitution.
- 4.03** Deductions shall be made bi-weekly and shall be forwarded to the CUPE National Secretary-Treasurer not later than fifteen (15) days after the last pay of the month, accompanied by a listing showing the names of all employees from whose wages the deductions have been made and the amount of the deduction. Any change in address shall be noted.
- 4.04** The Home will put the amount of Union dues paid by each member, in the previous year, on the employee's annual T4 for Income Tax purposes.

ARTICLE 5 – UNION REPRESENTATION

- 5.01** The Home agrees to recognize: the Local President; the Local Secretary; a Bargaining Committee of three (3) employees; a Grievance Committee; a Labour-Management Committee; an Occupational Health and Safety Committee and Stewards, and any other committee deemed appropriate either through legislation or the Collective Agreement.
- 5.02** For the purpose of this Article, the name and position of each of the committee members and stewards, from time to time selected, shall be given to the Home in writing and the Home shall not be required to recognize any such committee members or stewards until it has been notified.
- 5.03** The Home undertakes to instruct all of its managerial employees to cooperate with the committee members and stewards in the carrying out of the terms and requirements of this Agreement.
- 5.04** The Union undertakes to secure from its committee members, stewards and members, their cooperation with the Home and with all persons representing the Home in a managerial capacity.
- 5.05** The privileges of all committee members and stewards to leave their work without loss of basic pay, loss of scheduled days off or without loss of seniority to attend to union business, up to but not including arbitration, is granted on the following conditions:
- (a) Such business must be between the Union and the Employer.
 - (b) The time shall be devoted to the prompt handling of necessary Union business.

- (c) The committee members and stewards concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
- (d) The Home reserves the right to limit such time if it deems the time so taken to be excessive.

5.06 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from Human Resources and the President of the Local with a copy to the Recording Secretary of the Local and to the CUPE National Representative.

5.07 A representative of the Local shall be given the opportunity to meet with each new employee within their regular working hours without loss of pay for a maximum of fifteen (15) minutes. Such interview is to take place during the first month of employment at a time and place acceptable to the Department Head. The purpose of this meeting is to acquaint the new employee of their responsibilities and obligations to the Union.

The Employer will notify the Union of the intended first shift of each new employee.

5.08 It is understood and agreed that a Local committee may be assisted by a National Representative of the Union.

5.09 A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by the terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Home notifies the Local.

ARTICLE 6 – NO STRIKES - NO LOCKOUTS

6.01 In recognition of the provisions and procedures as established by the Hospital Labour Disputes Arbitration Act, R.S.O., 1970, Chapter 208, as amended, and in view of the orderly procedure established and the handling of grievances, the Union agrees that there will be no strike, slowdown or stoppage of work, either complete or partial, and the Home agrees that there will be no lockout.

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

ARTICLE 7 – LABOUR-MANAGEMENT COMMITTEE

7.01 A Labour-Management Committee shall be established consisting of two (2) plus an alternate representative of the Union, and two (2) plus an alternate representative of the Employer.

The Labour-Management Committee shall meet when required, at the request of either party whenever possible with Labour and Management taking equal turns chairing the meetings. Whenever possible such meeting shall take place within one (1) week of any such request.

A Labour-Management Committee as established and incorporated in this Agreement shall be subject to the following limitations:

- (a) That it shall not be used as a by-pass to the grievance procedure.
- (b) That it may be used to deal with any changes deemed necessary in this Agreement which may be made by mutual agreement in writing at any time during the existence of this Agreement.

7.02 A request for a meeting will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Either party may invite guests to participate in the meetings with the same advance notice to the other party.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 For purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

8.02 It is the mutual desire of the parties hereto that all complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The employee may be accompanied by a representative of the Union when the complaint is being discussed with the supervisor.

Such complaint shall be discussed with their immediate supervisor within ten (10) calendar days of the date upon which the employee(s) first became aware of the facts giving rise to the complaint. Failing settlement within ten (10) calendar days, it shall then be taken up as a grievance within ten (10) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

Step 1

Failing satisfactory settlement being reached in the complaint stage, the employee(s) concerned, together with the Steward, shall within ten (10) calendar days submit the grievance to the Supervisor, with a copy to Human Resources. The Supervisor and a Human Resource designate within ten (10) calendar days of receipt of the grievance, shall render a decision.

Step 2

Failing satisfactory settlement being reached in the Step 1, the employee(s) concerned, together with their Steward, shall within ten (10) calendar days submit the grievance to the Department Vice-President and the Human Resources designate. The Department Vice-President or Human Resources designate shall meet with the employee(s) and their representative(s) within ten (10) calendar days of receipt of the grievance and shall render a decision in writing within ten (10) calendar days after their meeting.

It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting.

The Home, when meeting with the Union, shall supply the necessary facilities for the grievance meetings.

Failing settlement being reached at Step 2, the Union may refer the dispute to arbitration.

8.03 Time Limits

The time limits mentions in this Article and in the preceding Article may be extended by mutual written agreement of the parties.

ARTICLE 9 – POLICY GRIEVANCES

9.01 It is understood that the Home may bring forward at any meeting held with the Union Executive Committee, any complaint with respect to the conduct of Officers, Committeemen or Union Representatives, and if such complaint by the Home is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee. At the time the grievance is filed, the Home agrees to forward a copy of the grievance to the National Representative.

9.02 Similarly, the Union shall have the right to process grievances which may not otherwise be processed by individual employees.

9.03 All policy grievances shall be initiated in writing at step 2 of the grievance procedure.

ARTICLE 10 – MEDIATION AND ARBITRATION

10.01 Both parties to this Agreement agree that any difference or grievance which has been properly carried through all steps of the grievance procedure outlined, and which has not been settled, will, at the written request of either of the parties, be referred to a sole arbitrator within twenty-one (21) working days of receipt of the reply at the final step.

Joint Request for Grievance Mediation

- the Union and the Employer may agree to participate in Joint Mediation which shall be without prejudice to either party;
- the parties agree the Mediator shall be non-compellable in any proceedings, litigation or hearings that may be subsequent to these mediation efforts;
- the parties recognize and accept that these proceedings are voluntary and can be concluded by either party at any time;
- the cost for these proceedings and the Mediator shall be shared by the Union and the Employer equally.

10.02 Either party may request that a grievance be referred to a Board of Arbitration. Where it is mutually agreed to, the Board of Arbitration will be composed of one (1) person appointed by the Home, one (1) person appointed by the Union and a third person to act as Chair, chosen by the other two (2) members of the Board.

10.03 Within ten (10) working days of the request by either party for a board, the other party shall notify the party requesting arbitration, in writing, of the name of its nominee. Should the other party fail to so notify within the time limits prescribed, the party giving the notice of

intent to process the grievance to arbitration shall apply to the Minister of Labour within five (5) working days, requesting appointment of a nominee.

- 10.04** Should the person chosen by the Home to act on the Board and the person chosen by the Union, fail to agree on a third person within ten (10) working days of the notification mentioned in 10.03 above, within three (3) working days thereof, the Minister of Labour for the Province of Ontario will be asked to nominate a person to act as Chairman. Such request shall be made by the party wishing to further process the grievance.
- 10.05** For the purposes of this Agreement, the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.
- 10.06** Each of the parties to this Agreement will pay the expenses of the nominee appointed by it, and the parties will jointly pay the expenses, if any, of the Chairman.
- 10.07** No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that Board of Arbitration.

ARTICLE 11 – DISCHARGE AND SUSPENSION CASES

- 11.01** A claim by an employee, who has attained seniority, that they have been disciplined, discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the CEO or designate at the final step of the grievance procedure within ten (10) working days after the employee and the Union receives written notice of discharge or suspension. For the purposes of this Article, Step 1 shall be waived.
- 11.02** The employee and the Union shall be notified in writing of all disciplinary actions including suspensions and discharge with in three (3) working days of the action being taken. This documentation shall include the reason(s) for the discipline or discharge. Such notification shall be conducted in the presence of a Representative of the Union, and a copy of said notification shall be given to the Representative of the Union.
- 11.03 Right to have Steward present**

Where a supervisor intends to interview an employee either for disciplinary purposes, or an investigation interview where discipline may be a likely outcome, the supervisor shall endeavour to notify the employee and the Union one (1) day in advance of the purpose of the interview. The employer shall also notify the employee of their right to have a Union Steward present at the interview.. A Steward or Local Officer may have the right to consult with a CUPE staff representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

11.04 Employer Investigations

- (a) When the Employer is conducting a workplace investigation, the employee(s) who are the primary subject of the investigation will be entitled to have Union representation during the investigation.
- (b) When the Employer interviews an employee and suspects that the results of the interview may be disciplinary, the Employer shall notify the employee of their right to have Union representation at the interview.

- (c) The member being investigated shall have the choice of their Executive member to represent them in the investigation meeting, however, if said representative is not readily available, another Executive member will be asked to participate by the employee.
- (d) Any member of CUPE Local 2704 that sits in on an Employer investigation will be required to ensure that anything learned during the investigation remains confidential.
- (e) All parties would be expected to follow the Employer's protocols for conducting the investigation.

ARTICLE 12 – TIME LIMITS

12.01 All time limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure the grievance has not been processed by the grievor or their agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Home within the prescribed time limits, the grievance may be advanced to the next step by the grievor, within the time limits as prescribed. Subject to these stipulations, time limits may be extended by mutual agreement of the parties in writing.

12.02 For purposes of Articles 8, 9, 10, and 11, all time limits thereof shall be deemed to be exclusive of Saturdays, Sundays and paid holidays.

ARTICLE 13 – PERSONNEL FILE

13.01 Upon reasonable written notice, an employee shall have the right at any time to have access to and review their record in the presence of the Director or their designate.

For purposes of this review, the personnel record shall include:

1. Application Form
2. Incident Reports
3. Formal Disciplinary Actions
4. Medical File (which is a separate confidential health file)
5. Performance Evaluations (which can be used in an arbitration hearing; however, they cannot be the subject matter of a grievance).

The employee shall be allowed to obtain copies of any of the foregoing.

13.02 Disciplinary Records

The disciplinary record of an employee shall not be used against them in a consideration of discipline, discharge, or staff change where the event complained of occurred more than eighteen (18) months prior to such consideration and the employee has been discipline free for those eighteen (18) months.

ARTICLE 14 – SENIORITY

14.01 Seniority, as referred to in this Agreement, shall mean length of continuous service in the bargaining unit from the last date of hire and shall be on a bargaining-unit-wide basis, as follows:

- (a) For full-time employees, the length of continuous service in the bargaining unit; and
- (b) For part-time employees, seniority shall be based on the number of hours paid in the bargaining unit. A part-time employee shall have the equivalent of one (1) year of service with the Home for each 1650 hours paid with the Home. In any event a part-time or relief employee cannot accumulate more than one (1) year's seniority in a year.
- (c) Seniority, for purposes of job posting only, will be as of the last day of the posting.

14.02 (a) A newly hired employee shall be considered to be on probation for a period of three (3) months for full time and four hundred and fifty (450) hours for part-time employees worked with the Home, from the last date of hire. During the probationary period, employees shall be entitled to all rights and benefits as outlined in this Agreement, except as limited by 14.02(b). The probationary employee shall receive written confirmation of the successful completion of their probation. Upon completion of the probationary period, seniority shall date back to the last date of hire. Unless there has been a break in service an employee shall not be required to serve more than one probationary period.

- (b) Except as herein after provided a probationary employee may be released for reasons based on performance and ability to do the job, including skills, suitability and availability and such release shall be deemed to be for just cause.

A claim by a probationary employee that they have been released for improper reasons shall be limited to determining whether the reasons are arbitrary, discriminatory or in bad faith or for exercising a right under this Agreement. Such claims shall be treated as grievance at Step 2.

14.03 Seniority lists will be revised every six (6) months. In March and September a copy of the list will be shared electronically with all CUPE members, a copy will be posted on the bulletin board and a copy given to the Union. If an employee does not challenge the position of their name on the seniority list within the first ten (10) working days from the date their name first appears on the seniority list, provided they are at work when the list is posted, they must object to their seniority standing within ten (10) working days from the date they return to work.

14.04 Seniority shall accumulate in the following circumstances except Part Time only accumulate seniority for paid hours unless this Collective Agreement or legislation(s) provides otherwise.

- (a) When absent from work due to layoff, in which case seniority will continue to accumulate for a period of time equal to twenty-four (24) months.
- (b) When off the payroll due to personal leave of absence, then seniority will continue to accumulate for a period of time equal to sixty (60) days, or as provided for by legislation.

- (c) When absent on vacation or on paid holidays.
- (d) When actually at work for the Home.
- (e) When absent from work due to sickness, in which case seniority will continue to accumulate for a period of twenty-four (24) months or the accrued sick leave credits, whichever is the greater, or as provided for by legislation.

When absent due to compensable accident in which case seniority will continue to accumulate for a period of twenty-four (24) months, or as provided for by legislation.

- (f) When an employee is absent for pregnancy, parental or adoption leave subject to applicable legislation.
- (g) When an employee is absent from work and falls under the grounds in the Ontario Human Rights Code and the Canadian Charter of Rights.

14.05 Seniority shall terminate and an employee shall cease to be employed by the Home when they:

- (a) voluntarily quits their employment with the Home;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) if a casual employee has been afforded an opportunity to work and has not accepted such within three (3) months they shall be deemed off the seniority list and therefore, not an employee of the workplace;
- (d) is absent from work due to illness for a period of twenty-four (24) months unless legislation and/or this Collective Agreement deems otherwise or the accrued sick leave credits, whichever is the greater; is absent from work due to compensable accident for a period of twenty-four (24) months.
- (e) fails to return to work upon the termination of an authorized leave of absence without a reason acceptable to the Home;
- (f) accepts gainful employment while on a paid leave of absence without first obtaining the consent of the Home to be confirmed in writing. Consent is not to be unreasonably withheld;
- (g) is absent without leave for three (3) scheduled days during which time they have not contacted the Home directly when they have had an opportunity to do so.
- (h) fails to report for work within seven (7) working days after date of registered letter from the Home following a layoff, unless absent for a reason satisfactory to the Home.

14.06 It shall be the duty of each employee to notify the Home, in writing, promptly, of any change in address and telephone number. If an employee fails to do so, the Home will not be responsible for failure of a notice to reach such employee. All notices shall be confirmed in writing by registered mail.

- 14.07** (a) It is understood that an employee shall not be transferred by the Home to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit, and shall accumulate seniority during the period of time outside the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Home to a position in the bargaining unit within a period of twelve (12) calendar months, they shall be credited with the seniority held at time of transfer and resume accumulation from the date of their return to the bargaining unit.
- 14.08** Where an employee is temporarily transferred to a higher paying classification, they shall be moved to a level in that classification which will provide an increase equivalent to one (1) full increment in the classification from which the employee was originally transferred.
- 14.09** Any reference to sick leave credits in Article 14, applies only to full-time employees.

ARTICLE 15 – LAYOFFS AND RECALLS

- 15.01** In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the remaining employees are willing, able and qualified to perform the work.

Layoffs are to begin in the classification of regular part-time, with full-time employees laid off last.

- (a) For the purposes of this Article a layoff shall be defined as the reduction of the work force in any one position, or the permanent reduction in regular hours as defined in Article 1.02 (a) and (b). Temporary or seasonal variations in the scheduling of hours or temporary closures due to an emergency or Act of God shall not be deemed to be layoffs.
- (b) Where the Home declares that there is a redundant position(s) necessitating a layoff(s); layoffs are to begin in the classification where the redundancy is deemed to exist.
- (c) If the redundant position(s) is a part-time position(s) the redundant part-time employee(s) shall be entitled to elect layoff or displace the least senior part-time employee(s) having the same hours, in a particular classification who has lesser bargaining unit seniority. The employee shall be entitled to do so in accordance with 15.01(a).
- (d) If the redundant position(s) is a full-time position(s) the following shall apply:
- (i) the appropriate number of part-time employees necessary to provide coverage for the redundant full-time position will also be laid off first;
 - (ii) if the full-time employee in the redundant full-time position elects to displace a full-time employee within the redundant employee's own classification or any other classification, the redundant employee will displace the least senior full-time employee within that classification provided the employee so being displaced has lesser bargaining unit

seniority. The employee shall be entitled to do so in accordance with 15.01(a); or

- (iii) if the full-time employee in the redundant full-time position elects to displace a part-time employee within the redundant employee's classification or any other classification, the redundant employee will displace the least senior part-time employee within the classification provided the employee so being displaced has lesser bargaining unit seniority. The employee shall be entitled to do so in accordance with 15.01(a).
- (iv) No full-time employee within the bargaining unit shall be laid off by reason of their hours being assigned to one or more part-time employees.
- (e) If the full-time or part-time employees in the redundant positions elect to take layoff they shall be entitled to be recalled in accordance with Article 14 and 15.02.
- (f) If an employee elects to take layoff the Home will make every effort to assist the employee to find alternative employment first within the Arnprior and District Memorial Hospital and secondly within the local community or within the neighbouring communities.
- (g) If an employee who chooses to exercise the right to displace another employee with lesser seniority in accordance with this Article, the employee shall advise the Home of their intention to do so and the position claimed within seven (7) calendar days after receiving the notice of layoff.

- 15.02**
- (a) In the event of a recall, employees shall be recalled in order of seniority provided those recalled are willing, able and qualified to perform the work. Employees are to be recalled in order of seniority.
 - (b) An employee recalled to work in a different classification from which they were 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) The Home shall notify the employee of recall opportunity by registered mail addressed to the last address of record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). 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 their proper address being on record with the Employer.
 - (d) 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.
 - (e) No full-time or regular part-time employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with 14.05 and 15.02(a).

- 15.03** The Home agrees that it will discuss a scheduled layoff with employees at the earliest opportunity prior to its implementation and that it will use every reasonable effort to assist employees affected by a layoff to find alternative employment.

(Article 15.03 - Definition of Reasonable Effort: By informing the Arnprior & District Memorial Hospital and other Long Term Care facilities in Renfrew County of job classification that have been laid off.)

15.04 Notice of Layoffs

- (a) The Home shall notify in writing the Union of a pending layoff at least three (3) months prior to the commencement of said layoff. The Home shall notify employees in writing who are to be laid off as soon as the Home receives notification or direction to effect a layoff but in any case at least eight (8) weeks prior to the effective date of said layoff, unless the employees are entitled to more notice under the Employment Standards Act. Where the layoff involves a single position notification to the Union shall be given at the time that the eight (8) week notice is given to the employee.
- (b) Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the initial notices to the employees in accordance with 15.04(a) shall be considered notice to any employee who may be subsequently laid off as a result of displacement rights as defined in the Collective Agreement.

15.05 Except for casual staff, an employee on layoff who is recalled for a temporary period of one (1) month or less, may refuse such recall without affecting their recall rights.

15.06 No new employees shall be hired until those laid off have been given an opportunity to recall.

If a job posting occurs during a layoff such posting shall follow the job posting procedure. Upon following the job posting procedure there is a final vacant position – it shall then be offered to an employee on layoff and recall in accordance with Article 15.02.

15.07 It is understood and agreed that casual staff may be laid off and recalled without reference to this Article and shall be employed and scheduled in accordance with the needs of the Home.

ARTICLE 16 – VACANCIES

16.01 The appointment or filling of promotions or vacancies shall be based upon the selection of the senior applicant provided the said applicant has the present ability to perform the normal requirements of the position.

ARTICLE 17 – JOB POSTING

17.01 (a) When a vacancy occurs, or a new position is created inside the bargaining unit, the Home shall notify the Union in writing and post notice of the position in the Home's workplace for a minimum of ten (10) consecutive calendar days so that all members will know about the vacancy or new position. The Home may advertise externally concurrent with the internal posting process.

Applications for such vacancies shall be made in writing within the ten (10) day period referred to herein.

- (b) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

17.02 Such notice shall contain the following information: Title of position, qualifications, required knowledge and education, schedule, FTE (Full Time Equivalent) and salary scale for the position.

17.03 The Home will fill vacancies from within the bargaining unit prior to consideration of external applicants.

Should the posting not be filled within a six (6) month period, the job shall be reposted internally in accordance with Article 17.01(b), prior to accepting and external applicant.

17.04 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant will be posted on the CUPE bulletin board. Furthermore, the Union shall be notified of all hiring's, recalls and terminations.

17.05 Trial Period

The successful employee that has applied to a posting shall be placed on a trial for a period of a maximum of one hundred and fifty (150) hours worked. Conditional on satisfactory performance, such trial promotion shall become permanent after the period of one hundred and fifty hours worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds that they are unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

17.06 In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

17.07 Where an employee is promoted to a higher paying classification, they shall be moved to a level in that classification which will provide an increase equivalent to one (1) full increment in the classification from which the employee was originally transferred.

Whenever an employee voluntarily transfers to another classification that has a wage range equivalent, or lower than the wage rate they presently earn, they shall carry their service progression existent at the time of such move.

17.08 In departments and/or job classifications where certification or registration is required, all new employees will possess such at date of hire or be registered in a recognized and successfully complete said program within a reasonable amount as specified by the employer upon awarding of the position. Bargaining unit employees already in these positions will remain there without discrimination.

17.09 It is understood and agreed that any vacancy of one (1) month or less is deemed to be a temporary vacancy and shall not be subject to the posting provisions of this Article. Where however such temporary vacancy exceeds the said one (1) month period, it shall be posted in accordance with this Article, said vacancy to be posted within the first full week that it exceeds the one month period.

Where the person who takes the temporary assignment is a member of the bargaining unit, they shall have the right to return to the position and grid level held previous to the temporary assignment at the completion of the temporary assignment. In the event that the original position is not in existence at the conclusion of the temporary assignment, the employee's status shall be determined in accordance with Article 15.

- 17.10** Employees who have been successful in the job posting process need not be considered for another job posting if the posting occurs within six (6) months of the employee accepting a permanent full time job posting.

17.11 Portability of Service

The Employer shall notify an employee hired in the classification of RPN, PSW, Ward Clerk, Recreation Assistants, Cooks and Food Service Workers with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Employer for the purpose of placement on the wage grid. Any such claim shall be accompanied by verification of previous related experience.

The Employer will recognize related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of year two (2) on the wage grid.

Part-time service shall be recognized on the basis on 1650 hours paid in previous employment equals one (1) year of service.

It shall be the responsibility of a newly hired employee to provide proof of recent and related experience during the first month of employment in order to be considered for a salary increment, and if they fail to do so they will not be entitled to recognition.

It is understood and agreed that the recognition is solely for the placement on the wage grid and shall not constitute a violation of the Collective Agreement.

ARTICLE 18 – HOURS OF WORK

- 18.01** The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

- 18.02** (a) The normal work day shall be seven and one-half (7½) hours.
- (b) The normal work week shall be thirty-seven and one-half (37½) hours, averaged over a four (4) week period. Master Schedules shall be established as a minimum four (4) week rotation.
- (c) When a new master rotation is introduced, and it is department specific, full-time and regular part-time employees shall select their preferred scheduled rotation in order of seniority.
- (d) In the creation of a new Master Schedule that includes weekend shifts, the Employer will make every reasonable effort to create a master that has weekend work scheduled every other weekend.

18.03 The meal period shall be an uninterrupted period of one-half ($\frac{1}{2}$) hour, except in cases of emergency. Employees who wish, may leave the premises during an unpaid meal period provided they notify their supervisor upon leaving and returning.

18.04 A schedule shall be established within each department to suit the needs of the department. Such schedule shall be posted two (2) weeks in advance. Once established, schedules shall not be changed without mutual consent of the parties. In establishing such schedules, the following guidelines shall be followed as reasonably as possible:

- (a) The maximum number of weekends off;
- (b) The maximum number of consecutive days off;
- (c) The maximum time possible between shift changes;
- (d) The minimum number of shift changes;
- (e) The minimum number of consecutive shifts;
- (f) The minimum rotation of shifts.

18.05 Employees shall be entitled to a fifteen (15) minute rest period in each half-shift worked.

18.06 All time worked, beyond the normal work day, or seventy-five hours bi-weekly shall be considered as overtime hours worked. Overtime periods of fifteen (15) minutes or less, for report, need not be paid for at overtime rates. All overtime must be authorized by the departmental manager or their designate.

18.07 Overtime shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) the employee's straight time hourly rate.

18.08 Full-time Employees who work overtime may elect to:

- (a) be paid at the applicable overtime rate;
- or
- (b) receive time off at the applicable overtime rate in lieu of payment of said overtime. Such time off to be taken at a time agreed upon between the employee and their immediate supervisor. The Home shall revert to payment of premium rates if time is not taken within sixty (60) calendar days.

Part-time employees will be paid at the applicable overtime rate.

18.09 There shall be no pyramiding or duplication of benefits or premium rates.

18.10 Where an employee is authorized or required to work for a period of at least three (3) hours' duration beyond the normal shift period, they will be given a rest period of fifteen (15) minutes.

18.11 (a) Any overtime shall, as far as practicably possible, be divided equally among employees qualified and willing to perform the work.

Overtime shall be voluntary except in emergency circumstances when no qualified staff are available. In such cases overtime will be assigned to the most junior qualified staff.

- (b) Any overtime worked on paid holidays shall be paid at double time.

18.12 Regular part time employees may hold a maximum of one (1) regular part time position and one (1) casual position at any one time.

Casual employees may hold a maximum of two (2) casual positions at one time. Notwithstanding this article, employees who at the date of signing of this agreement hold in excess of the number of positions outlined in this Article, shall be allowed to continue in these positions.

18.13 Regular part-time and casual employees must submit availability at least two (2) weeks prior to the posting of the schedule.

(a) Failure to submit an availability form in advance to the posting of the schedule will be considered as available to be scheduled for extra shifts.

(b) Employees will be responsible for requesting shift exchanges and/or leaves in accordance with the Collective Agreement for any scheduled shift once the Work Schedule is posted.

(c) Casual employees are required to provide availability for a minimum of two (2) shifts in a posted four (4) week master schedule.

(d) Casual employees' availability must include a minimum of two (2) statutory holidays per year.

(e) Casual employees are required to provide two (2) shifts of availability for the period between December 20th to January 5th, the time for which the Master schedules are suspended.

Dates for availability submission shall be posted by January 15th of each year.

Casual employees will be directly contacted and provided a list of shifts they have been awarded in accordance with their availability.

18.14 Employees shall be permitted to exchange shifts provided the proper form is completed and upon mutual agreement between employees affected and the Manager of the Department or their designate. There shall be no increase in cost to the Home.

18.15 When the employee wishes to change the posted shift schedule, this must be submitted in writing for exchanges that are a minimum of seven (7) business days in advance to the requested shift change. Employees shall be responsible for finding their own replacement. Submission shall be submitted to the Manager or designate. Approval for such exchanges shall be provided within four (4) business days of the submission.

When the employee wishes to change the posted shift schedule, for shifts less than seven (7) business days in advance to the requested shift change shall be discussed with the Manager of the department or designate and approved on a case-by-case basis. Approval shall not be unreasonably withheld.

18.16 The provisions of Articles 18.04 do not apply to casual employees or students, and they shall be scheduled on an "as needed" basis.

18.17 Except in cases where such work will result in premium payment, extra shifts that become available will be offered to regular part-time employees in order of seniority, subject to the employee's availability, prior to calling casual employees.

18.18 Pay Discrepancies

Any discrepancies found in an employee's pay cheque are to be reported to their supervisor as soon as the employee becomes aware. Any corrections to be made will be done in the subsequent pay period. If the discrepancy is due to an Employer (the Home) error, the correction will be made as soon as possible, but no later than five (5) days after the supervisor has been notified.

18.19 The Employer agrees that it will not cancel employee shifts to avoid paying overtime.

18.20 Shift Distribution

Full-time and regular part-time employees required to work weekends shall be scheduled every second weekend (at least two (2) weekends off in every four (4) weekends). If however, under extenuating circumstances staff are required to work on their regular weekend off, they shall be paid at the premium rate of one and one half (1½) times the regular straight time hourly rate of pay for their hours worked. Except where:

- (a) A regular full-time or part-time employee is offered and voluntarily accepts an additional shift in accordance with Article 18.17;
- (b) An employee requests weekend work;
- (c) Such weekend work is the result of an exchange of shifts with another employee;
- (d) Such weekend work is a result of a change in Master Schedule.

ARTICLE 19 – PAID HOLIDAYS

19.01 The following paid holidays, regardless of when they fall, will be granted with pay to all employees:

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

Where a shift extends over two (2) calendar days and one of these two (2) calendar days is a paid holiday, the Employer shall designate as the paid holiday the calendar day on which the majority of the worked hours of the shift fall.

19.02 The provisions of Sections 19.02 to 19.04 shall apply only to full-time members of the Home. When an employee is required to work on a paid holiday as described herein, they shall be entitled to time and one-half (1½) their normal regular rate of pay for all hours worked on the paid holiday and in addition, be given a day off in lieu with pay at the normal rate of pay. Lieu days shall be taken at a time mutually agreed. An employee may accumulate up to a maximum of seven (7) statutory holidays on which they have been

scheduled to work provided that the approved application form is used. This provision does not apply to employees working in those departments who normally take their statutory holidays on the required day. An employee may request and receive payment of accumulated statutory holidays on December 1 of each year.

Any accumulation over fifty-two and one half (52 ½) hours as of March 31 will be paid out each year.

- 19.03** In order to qualify for holiday pay for any holiday or to qualify for a lieu day an employee must complete their scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of said qualifying days is with permission of the Supervisor or because of verifiable illness.

An employee who was scheduled to work on a holiday and is absent shall not be entitled to holiday pay or to a lieu day to which they would otherwise be entitled unless such absence was with permission of the Supervisor or because of verifiable illness.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of a verifiable illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

The Home may request a certificate for proof of illness.

Where the Employer requires a medical certificate such costs, if any, will be at the Employer's expense.

- 19.04** Employees whose scheduled off days fall on the day a designated holiday is observed shall be paid holiday pay at their basic daily rate of pay or be granted a day off in lieu with pay at their option.

- 19.05** All employees covered by this agreement shall be offered at least five (5) consecutive days off at either Christmas or New Year's. Such scheduled days off shall be alternated each year for each scheduled rotation. Requests for additional time off during the period December 20th to January 5th may be approved, provided the operational needs of the home are met, at the time of posting of the Christmas schedule.

It is understood, that in order to accommodate the requests for time off, the master schedules will be suspended for the period December 20th to January 5th, every effort will be made to maintain similar shift and rotation. Part-time and casual employees will submit availability as per Article 18.13 for this period.

Employees may opt out of receiving their five (5) consecutive days off or indicate a preference outside of the established rotation. To do so, an employee must provide notice of their availability to work Christmas Day and New Year's Day in writing consistent with the availability submission date for the posting of the schedule including Christmas and New Year's.

Note: For Christmas – include Christmas Day and Boxing Day off; for New Year's – include December 31st and January 1st off.

- 19.06** The provisions of Sections 19.06 shall only apply to regular part-time and casual members of the Home.

- (a) A casual or regular part-time employee who works on the day a paid holiday is observed, shall be entitled to receive pay at the rate of time and one-half (1½) for

all hours worked on the paid holiday and the percentage in lieu of benefits added to their daily rate of pay shall be deemed to take into account payment for this day.

- (b) A regular part-time employee and casual employee who does not work on the day on which a paid holiday is observed shall receive no payment for such day and the percentage in lieu of benefits added to their daily rate of pay shall be deemed to take into account payment for this day.

ARTICLE 20 – VACATIONS

20.01 The vacation entitlement for full-time employees shall be based on the individual employee's service review date.

20.02 Employees with less than one (1) year of service shall accumulate vacation credits on the basis of two (2) weeks per year of service up to a maximum of two (2) weeks. (Example: 5/6 of a day for each month worked).
Employees who have completed twelve (12) months of service, shall be entitled to two (2) weeks of vacation with pay.

Thereafter, vacation entitlement shall be based on the number of full completed years of service accrued and shall be calculated on the following basis as indicated by the individual employee's service review date:

Two (2) weeks if the employee has less than three (3) years of service;
Three (3) weeks after three (3) years of service;
Four (4) weeks after seven (7) years of service;
Five (5) weeks after twelve (12) years of service;
Six (6) weeks after twenty (20) years of service;
Seven (7) weeks after twenty-eight (28) years of service.

20.03 Except for the Christmas and New Year's seasons, vacation leave shall be granted at a time agreeable to both parties. In the event that there is a conflict as to the selection of vacation periods as between individual employees, the Home shall, where possible, grant the choice to the most senior employee provided that such employee has complied with the requesting procedures. Once vacation has been granted it cannot be withdrawn because of a more senior employee requesting vacation after the approval.

20.04 Should an employee be on sick leave prior to a scheduled vacation period, and the illness extends into the vacation period, the employee shall be considered to be on sick leave until they return to work when the vacation period will be rescheduled. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

20.05 Should one (1) or more holidays as set out in Article 19.01 occur during an employee's vacation, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off at a mutually agreed time.

20.06 In drawing up vacation schedules, it is recognized that work requirements must be given full consideration. The Home shall endeavour to meet the wishes of the individual employee, and in cases where vacation periods requested conflict, preference will be given to employees in order of departmental seniority.

20.07 An employee shall be entitled to receive their vacation in an unbroken period provided that the employee does not take more than three (3) weeks' vacation, three blocks of vacation as defined in Article 20.15 during the period June 1st to September 30th.

Employees are permitted to take single accrued vacation days up to a maximum of five (5) days during the vacation year provided such scheduling does not conflict with provisions of the Employment Standards Act.

20.08 An employee may carry forward for one (1) year any unused portion of vacation credits up to a maximum of two (2) weeks.

Vacation credits in excess of the employee's annual accrual plus two (2) weeks will be paid out as of March 31 each year. It is understood that any existing banks currently exceeding this threshold as of the date of ratification will not be subject to pay-out for a period of one (1) year thereafter.

20.09 The provisions of Articles 20.02, and 20.05 shall not apply to part-time employees.

20.10 Vacation entitlement for regular part-time employees shall be as follows:

Less than 4,950 hours - two (2) weeks' vacation
After 4,950 hours - three (3) weeks' vacation
After 11,550 hours - four (4) weeks' vacation
After 19,800 hours – five (5) weeks' vacation
After 33,000 hours – six (6) weeks' vacation
After 46,200 hours – seven (7) weeks' vacation

20.11 Vacation payment for regular part-time employees shall be paid on the first pay in June and the first pay in December according to the following schedule:

For two (2) weeks' entitlement or less	- 4% of earnings
For three (3) weeks' vacation entitlement	- 6% of earnings
For four (4) weeks' vacation entitlement	- 8% of earnings
For five (5) weeks' vacation entitlement	- 10% of earnings
For six (6) weeks' vacation entitlement	- 12% of earnings
For seven (7) weeks' vacation	- 14% of earnings

The Employer agrees to provide vacation pay on a separate pay statement.

20.12 Regular part-time employees shall apply in writing for leave of absence without pay for vacation purposes in accordance with their earned entitlements as prescribed in 20.11 above.

20.13 Casual employees and students shall be entitled to receive vacation payments in accordance with Article 20.11 above; such amount to be paid on fixed dates and in the same way as provided in Article 20.11.

20.14 (a) The Home will post the "Request for Vacation" documents by March 1st of each year. An employee who wishes to take vacation within vacation block outlined in Article 20.14 (b) must submit by the applicable request deadline outlined in Article 20.15 definitions. Failure to do so will result in the employee forfeiting their right to exercise seniority in selecting vacation and such requests will be considered on a first come first serve basis during this period.

(b) Vacation Requests

An employee must submit to the Home, in writing, their request for vacation during the Vacation Period of June 1st to September 30th by March 15th of each year. A response shall be provided in writing to the employee no later than April 30th of each year.

An employee who wishes to take vacation at any time other than the period June 1st to September 30th must submit their request no later than two (2) weeks prior to posting of the schedule.

Save and except for Random Day requests, all vacation requests must be submitted in Blocks.

20.15 Definitions

For the purposes of Article 20, the following definitions apply:

“Block” means a period of seven (7) calendar days.

“Random Day” means one (1) shift.

“Request Deadline” means:

- March 15th (for time between June 1st and September 30th);
- Two (2) weeks prior to the posting of the schedule.

20.16 It is recognized that work requirements must be given first consideration when the Home grants vacation requests.

Requests for vacation that are submitted by the Request Deadline shall be granted in order of seniority within each classification within each department.

Employees who miss the Request Deadlines shall have their vacation requests considered on a first come first serve basis for the applicable Vacation Period and only after those requests which have been submitted by the deadline have been processed.

Requests for vacation in Blocks shall take precedence over request for Random Days.

ARTICLE 21 – HEALTH AND WELFARE

21.01 (a) The Employer shall contribute eighty-five percent (85%) of the billed premiums for a dental plan equivalent to Blue Cross #9 for all full-time employees and their dependents at the current O.D.A. as amended time to time. The Employer will provide 100% reimbursement for dentures with a two thousand dollars (\$2,000) maximum every 5 years.

(b) The Employer agrees to pay eighty percent (80%) of the billed premiums for an Extended Health Care (E.H.C.) Plan \$10 deductible (single) \$20 deductible (family) for each full-time employee, as well as a Vision Care Plan with reimbursement of four hundred dollars (\$400.00) for eyewear and the cost of eye exams every twenty-four (24) months upon receipts.

- (c) The Employer agrees to pay one hundred percent (100%) of the billed premiums for a life insurance of an amount equal to two times (2x) the employees' annual salary and two times (2x) the employees' annual salary for Accidental Death and Dismemberment for each full-time employee.
- (d) The Nursing Home agrees to make available to each employee, the Hospitals of Ontario Pension Plan (H.O.O.P.P.) in accordance with present terms and conditions.
- (e) In lieu of benefits, regular part-time employees, casual employees and students shall receive thirteen and one-half percent (13½%) in addition to their hourly rate of pay. Effective July 15, 2022, this rate shall increase to fourteen percent (14%).

21.02 All claims regarding their benefits shall be made with reference to the master contract with the particular carrier or carriers. Copies of all master plans shall be provided to the Local Union as well as pamphlets for its members.

21.03 Sick leave means a period of time that an employee is absent from work without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Safety and Insurance Act.

- (a) Sick leave with pay will be granted to all full-time employees. Sick leave shall accumulate for employees on probation, however, such employees shall not be allowed to use sick leave credits until completion of the probationary period.
- (b) Sick leave shall be accumulative at the rate of one and one-half (1½) days per month of service.
- (c) Employees will be entitled to accumulate sick leave credits, up to a maximum of sixty (60) days.
- (d) Employees absent for three (3) or more consecutive days may be required to present an acceptable medical certificate.
- (e) An employee on a paid leave of absence shall be allowed to accumulate sick leave credits.
- (f) Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventive medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance of the preventive medical or dental care concerned.
- (g) A cash payout of 50% of an employee's sixty (60) days sick leave will be given upon termination. This will commence to accumulate after the date of ratification of this Collective Agreement. (Collective Agreement signed December 8, 1999.)
- (h) An E.F.A.P. (Employee and Family Assistance Program) is available for all full-time, regular part-time and casual employees at no cost to employees.

21.04 Reporting of Illness

For each occasion of illness, the employee shall be required to report such illness as soon as possible, but no later than two (2) hours before the scheduled day shift, four (4) hours before the scheduled evening or night shift, unless impossible to do so.

An employee who has been absent due to illness shall further be required to report their intention to return to work, naming a specific date, before they actually return and may be

required to show proof of illness. For long-term illness, an employee who will be on sick leave for more than 30 consecutive days shall notify the Employer at least thirty (30) days thereafter of the estimated date of return.

21.05 Return to Work/Modified Work

- (a) The parties recognize their obligations pursuant to the *Occupational Health and Safety Act*, *Workplace Safety Insurance Act* and the *Ontario Human Rights Code* as they apply to modified return to work.
- (b) When it is medically documented (Functional Abilities form) that an employee is able to return to work but unable to return to the full duties of their position because of disability, the Employer will meet with the worker and a representative of the Local Union (where requested by the employee) to review the medical restrictions and to develop a safe and appropriate Plan for the employee's return. The worker shall be advised of their right to Union representation. The employee and the representative of the Local Union will receive a copy of the applicable return to work/modified work plan as requested.
- (c) The Employer agrees to provide the worker with a copy of the Workers' Safety and Insurance Board Form 7 at the same time as it is sent to the Board and the employee may share same with their union representative.
- (d) Return to work may include a period of orientation, when the return to work is on a unit other than the employee's original unit or classification.
- (e) When it has been medically determined that an employee is permanently unable to return to full duties of their position due to a disability, the Home will notify and meet with the affected employee, member of the Local Union and the National CUPE Representative (unless such attendance causes an unreasonable delay), to discuss the circumstances surrounding that employee's return in accordance with accommodation obligations.
- (f) The Employer will provide the Union a list of all bargaining unit employees on extended leave due to compensable or non-compensable illness or injury and will update it as required.

21.06 WSIB Pay Supplement

An employee prevented from performing their regular work with the Home on account of an occupational accident or illness that is recognized by the Workers' Safety and Insurance Board as compensable with the meaning of the WSIB Act, shall receive from the Home the difference between the amount payable by the Workers' Safety and Insurance Board and their regular salary, with such deduction coming from the employee's accumulated sick bank. The Employer shall continue to pay its contributions to the benefits for this period.

21.07 The Employer agrees to provide the employee with a copy of the WSIB Form 7 at the same time it was sent to the WSIB.

21.08 During an unpaid leave of absence in excess of thirty (30) days, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence. This may be arranged with the Home to prepay

or provide post-dated cheques for the full premium of benefits during the leave to ensure their continuing coverage.

21.09 Voluntary Benefits for Part-time Employees

The Home agrees to provide regular part-time employees with the option of participating in the group health and welfare benefit programs, specifically Extended Health Care, Semi-Private and Dental benefits, subject to terms and conditions of the plan and any enrolment requirements. It is understood and agreed that participating regular part-time employees will pay the full amount (100%) of the monthly premiums.

Current regular part-time employees may enroll, without evidence of insurability, by no later than sixty (60) calendar days following ratification of this agreement. If a current regular part-time employee elects to enroll subsequent to that date, they will be subject to the terms and conditions of the benefit plans for late enrollees.

Newly hired part-time employees or those whose status changed to permanent part-time subsequent to the date of ratification referenced above will be eligible to enroll subject to normal provisions.

Participating part-time employees will be required to pay their monthly premiums through payroll deduction. If the part-time employee has no earnings, or insufficient earnings in the pay period in which the premiums are normally deducted, the amount owing will either be deducted from the immediate following pay or the employee must make payment in full to the Human Resources department.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Personal Leave of Absence

The Home may grant a personal leave of absence without pay if an employee requests it, in writing, at least ten (10) working days in advance from their immediate supervisor and if the leave of absence is for good and legitimate reason and does not unreasonably interfere with the efficient operation of the Home. The Home may waive the ten (10) day notice requirement in emergency situations where the employee could not foresee the need to request a leave. This provision does not apply to casual employees.

22.02 Leave with pay will be granted to attend union conventions or conferences, provided however, that such leaves will not total more than thirty (30) working days per year, and no more than two (2) persons from the same department shall be granted leave at any one time. The Local shall reimburse the Employer for receipt of such pay and benefits. Requests for such leave is to be given to the Director at least ten (10) calendar days in advance.

22.03 An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority and without pay, for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office.

22.04 If required or approved by the Home, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications. This provision does not apply to casual employees.

ARTICLE 23 – BEREAVEMENT LEAVE

23.01 Any employee who notifies the Home as soon as possible following the death of a spouse, child or parent will be granted bereavement leave for up to five (5) consecutive working days off without loss of regular pay for scheduled hours within a seven (7) day window in conjunction with the day of death. “Spouse” for the purposes of bereavement leave will include a partner of the same sex.

An employee will be granted bereavement leave for up to three (3) scheduled working days off without loss of regular pay from regularly scheduled hours in the event of the death of the employee’s sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law and grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for their aunt, uncle, niece or nephew.

One or more of the above days may be deferred for up to a year from the date of passing in order to attend a memorial service, or celebration at a later date.

The Home, in its discretion, may extend such leave with or without pay and said discretion shall not be arbitrarily withheld. Individuals may be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions not exceeding the allotted per family member as described above. Furthermore, where an employee does not qualify under the above conditions, the Home may, nonetheless, grant a paid bereavement leave.

Where an employee’s scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave in accordance with the above provisions. The portion of the employee’s vacation which is deemed to be bereavement leave under the above provisions will not be changes to the employee’s vacation credits.

ARTICLE 24 – PREGNANCY/PARENTAL LEAVE

Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act.

24.01 (a) Pregnancy Leave

- (i) Employees who are pregnant and who have been employed with the Employer for at least thirteen (13) weeks prior to the expected date of birth are entitled to take a pregnancy leave without pay and without loss of seniority or benefits. The pregnancy leave is for a consecutive seventeen (17) week period commencing on the date requested by the mother to commence leave, or the date of birth (whichever is first).
- (ii) Employees taking pregnancy leave must provide at least two (2) weeks written notice to the Employer advising of the date that the leave is to begin together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth.
- (iii) In the event of complications with the pregnancy or because of the birth, stillbirth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping

work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun.

The employee shall provide the Employer with a certificate from their physician stating the expected birth date of the child.

- (iv) The pregnancy leave of an employee ends seventeen (17) weeks after the pregnancy leave began. If the employee wishes to return to work earlier, the employee shall provide the Employer with at least four (4) weeks' written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of the birth, stillbirth or miscarriage.
- (v) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefits (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. The supplement shall be equivalent to the difference between eighty percent (80%) of their normal weekly earnings and the sum of the weekly employment insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance online benefit statement shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.
- (vi) 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 four (4) weeks' notice, in writing that they intend to take parental leave.

24.01 (b) Parental Leave

- (i) 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 the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) 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 the child and who intends to treat the child as their own.
- (iii) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) 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 sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- (iv) 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 sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

- (v) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks while the employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

- (vi) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefits (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. The supplement shall be equivalent to the difference between eighty percent (80%) of their normal weekly earnings and the sum of the weekly employment insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance online benefit statement shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

24.01 (c) General Provisions Applicable to Pregnancy and Parental Leave

- (i) An employee who has given notice to begin pregnancy or parental leave may change the notice to begin leave upon giving the Employer at least two (2) weeks' written notice.
- (ii) An employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks' written notice before the earlier date.
- (iii) Employees are entitled during pregnancy/parental leave to continue participation in pension plans, life insurance plans, accidental death plans, extended health plans and dental plans where applicable. The Employer shall continue to make the Employer's contribution unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions during the leave period, in which case such benefits would cease.
- (iv) Seniority continues to accrue during Pregnancy and Parental Leave. 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.

- (v) Employees shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.

ARTICLE 25 – PAID JURY DUTY OR COURT WITNESS DUTY LEAVE

25.01 The Home shall grant leave of absence without loss of seniority to an employee who is summoned for jury selection or serves as a juror or witness in any court. The Home shall pay such an employee the difference between their normal earnings and the payment they received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received. The foregoing shall not apply to proceedings between the Home and the Union and/or any person represented by the Union. Where the employee involved is working on the night shift, they shall for the purposes of this Article, be excused, where necessary, on the shift immediately preceding the duty appearance. This provision will only apply to part-time employees when they have been pre-scheduled to work.

ARTICLE 26 – TECHNOLOGICAL CHANGES

26.01 The Home undertakes to notify the Union in advance so far as practicable, of any technological changes which the Home has decided to introduce which will significantly change the status of employees within the bargaining unit. The Home agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned. Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 27 – MISCELLANEOUS

27.01 The Union and the Home agree to share equally the costs of reproduction of the Collective Agreement.

27.02 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and subject to the grievance and arbitration procedure.

27.03 The Home agrees to make available, at no cost to the employee, parking facilities on the premises of the Home.

27.04 The Home agrees to provide each employee with a locker.

27.05 Uniform Allowance

The Employer shall pay a Clothing Allowance of \$120.00 per year to all full-time employees. The Employer shall pay a Clothing Allowance of \$90.00 per year to all part-time employees.

Employees will be paid the annual clothing allowance the first pay period in December in accordance with the above, conditional on the employee being on active payroll for a minimum of six (6) months in the calendar year.

27.06 Mileage Allowance – Assisted Living Services

PSWs performing functions as part of the Assisted Living Services, who are authorized to use their own vehicle, will be reimbursed the greater of forty-five cents (\$0.45) or in accordance with the Employer's Mileage Allowance rates per kilometre for vehicle related expenses incurred during the course of their duties.

27.07 Standby – Assisted Living Services

PSWs in Assisted Living who are required to remain available for work while off duty will be paid at a rate of \$3.20 per hour while on standby.

27.08 Call Back – Assisted Living Services

PSWs in Assisted Living who are designated as being on standby who are called in to work will receive a minimum of four (4) hours at a rate of 1.5 times their regular hourly rate.

ARTICLE 28 – RETIREMENT AND TERMINATION

28.01 When employment is terminated by the employee, or the employee retires, they shall give at least two (2) weeks' notice in writing. Where it is necessary for an employee to terminate employment due to illness, accident or death in the family, then they shall give notice as soon as possible to the Home and the ordinary time limits for notice of termination shall be waived.

ARTICLE 29 – BULLETIN BOARDS

29.01 The Home shall provide space on the appropriate bulletin boards upon which the Union shall have the right to post notices of interest to its members. All notices posted by the Union shall be initialled by a representative of the Union and the Home.

ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY

30.01 The Home and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness, and to abide by the Ontario Occupational Health and Safety Act and its regulations.

30.02 Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

30.03 Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

- 30.04** The Home agrees to cooperate reasonably in providing necessary information to enable the committee to fulfil its functions.
- 30.05** Meetings shall be held every three (3) months or more frequently at the call of the chair, if required.
- 30.06** Any representative appointed or selected in accordance with Article 30.02 hereof, shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 30.07** The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 30.08** The Home shall supply, at no cost to the employees, all protective clothing and accessories including footwear, as agreed and recommended by the Health and Safety Committee.

ARTICLE 31 – RETROACTIVITY

- 31.01** Retroactive pay for terminated employees: An employee, or employee's estate, who has severed their employment between October 9th, 2021, and the date of execution of this Agreement, shall receive the full retroactivity of any increase in wages.

The Employer shall send, by mail, with a copy to the Local Union, to the last known address of former employees eligible for retroactive pay, a notice informing them of their entitlement to retroactive pay and the manner in which it may be claimed. Such former employees shall have thirty (30) days from the date of mailing of such notices to claim the retroactive pay. Each employee or their estate shall be given an itemized statement of their retroactive settlement.

- 31.02** All employees employed in the bargaining unit as of October 9, 2023, are entitled to retroactivity on the basis of the negotiated hourly increase for all hours paid since October 9, 2023, and the date of execution of this Agreement.

The retroactivity shall be paid within sixty (60) calendar days from the date of signing.

ARTICLE 32 – JOB SECURITY AND JOB RECLASSIFICATION

- 32.01** When a new classification (which is covered by the terms of this Collective Agreement) is established by the Home, or substantially changed job classifications, shall be evaluated jointly by the Joint Pay Equity Committee in accordance with the Pay Equity Maintenance Terms of Reference.

Initially the Home shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within fifteen (15) calendar days after the receipt of notice from the Home of such new occupational classification and 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) calendar 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.

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

ARTICLE 33 – WAGES

33.01 At the time of hiring, each new employee shall receive a letter stating their starting salary, classification and a statement including a general description of the job for which they have been hired. Such description is not to be misconstrued as a job description and is not grievable. Failure to provide such letter is grievable.

33.02 Employees who are scheduled to report for any 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 when work is not available due to conditions beyond the control of the Home. The reporting allowance as outlined herein shall not apply whenever an employee has received prior notice not to report for work.

33.03 The Home shall pay salaries and wages bi-weekly. Pay statements shall be available online for employees every second Thursday.

33.04 Wage and classifications are as set out per the attached Schedule "A".

33.05 Shift Premium (Effective on Ratification)

An employee shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked between 1500 and 0700 hours. Shift premium will not form part of the employee's straight time hourly rate.

33.06 Weekend Premium (Effective on Ratification)

Employees shall be paid a Weekend Premium of an additional one dollar (\$1.00) per hour for all hours worked between Friday at 24:00 p.m. and Sunday at 24:00 p.m. This premium shall be in addition to the regular Shift Premium.

33.07 Classification Outside the Bargaining Unit

Where the Home temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of ½ of 1 shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment. On those days when an R.N. is not available a 40¢ allowance will be paid between 7:00 and 8:00 a.m.

ARTICLE 34 – TERMINATION OF AGREEMENT

34.01 Duration of Term of Agreement

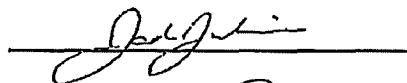
This Agreement shall be binding and remain in effect from October 9, 2023, to October 8, 2025, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to October 8th in any year that it desires its termination or amendment.

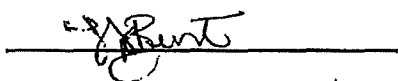
SIGNED AT Arnprior THIS 16th DAY OF April 2024.

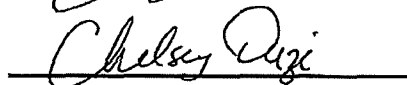
FOR THE GROVE (ARNPRIOR
AND DISTRICT NURSING HOME)

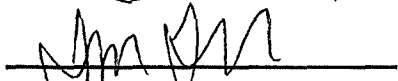
FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 2704

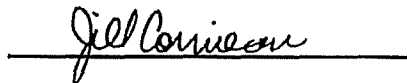


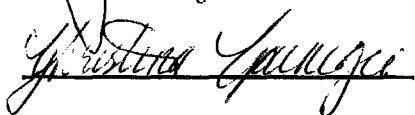














The Grove Nursing Home & CUPE Local 2704
SCHEDULE 'A'
October 9, 2023 – October 8, 2025

Position	Effective Date	% Increase	Prob	After	After	After
			Period	60 tours/ 450 hours	220 tours/ 1650 hours (1 Year)	440 tours/ 3300 hours (2 Years)
RPN	09-Oct-22	Expiry	28.56	29.67	30.65	31.30
	09-Oct-23	3.50%	29.56	30.71	31.72	32.40
	09-Oct-24	3.50%	30.59	31.78	32.83	33.53
RPN (RAI)	09-Oct-22	Expiry	30.31	31.54	32.61	33.33
	09-Oct-23	3.50%	31.37	32.64	33.75	34.50
	09-Oct-24	3.50%	32.47	33.79	34.93	35.70
Personal Support Worker (PSW)	09-Oct-22	Expiry	24.92	25.82	26.73	27.36
	09-Oct-23	3.50%	25.79	26.72	27.67	28.32
	09-Oct-24	3.50%	26.69	27.66	28.63	29.31
PSW-Assisted Living (AL)	09-Oct-22	Expiry	25.41	26.26	27.13	27.68
	09-Oct-23	3.50%	26.30	27.18	28.08	28.65
	09-Oct-24	3.50%	27.22	28.13	29.06	29.65
Ward Clerk/Cook/Activity Aide/ Recreation Assistants	09-Oct-22	Expiry	21.14	22.03	22.93	23.52
	09-Oct-23	3.50%	21.88	22.80	23.73	24.34
	09-Oct-24	3.50%	22.65	23.60	24.56	25.20
Housekeeping Aide/Dietary Aide Laundry Aide	09-Oct-22	Expiry	20.00	20.81	21.67	22.22
	09-Oct-23	3.50%	20.70	21.54	22.43	23.00
	09-Oct-24	3.50%	21.42	22.29	23.21	23.80
Lead Hand Housekeeping	09-Oct-22	Expiry	20.64	21.47	22.31	22.88
	09-Oct-23	3.50%	21.36	22.22	23.09	23.68
	09-Oct-24	3.50%	22.11	23.00	23.90	24.51
Lead Hand Recreation Assistant	09-Oct-22	Expiry	21.32	22.18	23.06	23.66
	09-Oct-23	3.50%	22.07	22.96	23.87	24.49
	09-Oct-24	3.50%	22.84	23.76	24.70	25.35
Student	09-Oct-22	Expiry	16.55			
	09-Oct-23	3.50%	17.13			
	09-Oct-24	3.50%	17.73			

LETTER OF UNDERSTANDING

between

THE GROVE (ARNPRIOR & DISTRICT NURSING HOME)

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2704

RE: RPN (RAI)

The Employer and the Union agree that the position of RPN (RAI) is a current classification within the collective agreement:

The parties further agree as follows;

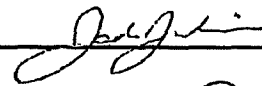
1. The current Resident Assessment Instrument shifts in the home are a minimum of two (2) shifts a week.
2. All RAI shifts are covered by multiple RPN employees.
3. The role of the RPN (RAI) shall perform the regularly assigned duties of the RPN in addition to the RAI duties.
4. The RAI position is not supervisory in nature.
5. Additional hours may be scheduled.
6. Any vacancy in RAI position shall be filled by an expression of interest in order of seniority.

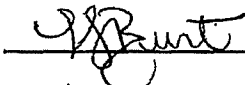
SIGNED AT Arnprior THIS 16 DAY OF April 2024.

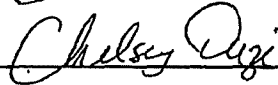
FOR THE GROVE (ARNPRIOR
AND DISTRICT NURSING HOME)


FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 2704



















LETTER OF UNDERSTANDING

between

THE GROVE (ARNPRIOR & DISTRICT NURSING HOME)

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2704

**RE: Extended Tours/Hybrid Schedule(s) for RPNs (FT & PT) and PSWs (FT & PT)
working at the Grove Nursing Home**

The Parties agree that some employees may work seven and one-half (7.5) hours exclusively while others work both seven and one-half (7.5) and eleven and one-quarter (11.25) hour shifts.

- Either party may discontinue the Hybrid Schedule with sixty (60) days' notice
 - I. When fifty percent (50%) plus one (1) of the full time and part time employees so indicate by secret ballot; or
 - II. By the Employer because of adverse effects on resident care; inability to provide a workable staffing schedule; or for other reasons which are neither unreasonable nor arbitrary
- The Parties agree the hours of work on an extended shift shall be eleven and one-quarter {11.25} hours. Regular shifts of seven and one-half (7.5) hours may be scheduled within the Hybrid schedule.
- The Parties agree Overtime provisions in the Collective Agreement shall apply to employees working the eleven and one-quarter (11.25) hour shifts on the same basis of time worked in excess of the eleven and one-quarter (11.25) hour scheduled shift or an average of thirty-seven and one-half (37.5) hours over a four (4) week period as outlined in Article 18.02.
- The normal daily extended shift shall be up to eleven and one-quarter (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime. Employees shall be entitled subject to the exigencies of patient care to relief periods during the shift of a total of forty-five (45) minutes, in addition to the unpaid forty-five (45) minute mealtime.

SIGNED AT Arnprior THIS 16 DAY OF April 2024.

FOR THE GROVE (ARNPRIOR
AND DISTRICT NURSING HOME)

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 2704

[Signature]

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Chelsey Digi

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Jill Coriveau

Christina Sanchez

Lillian Mack

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