



COLLECTIVE AGREEMENT

BETWEEN

BLUE MOUNTAIN MANOR

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3979-01**

APRIL 1, 2023 - MARCH 31, 2026

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- (1) To foster and maintain relations between the Employer and the Union which provide settled and just conditions of employment.
- (2) To promote the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (3) To encourage efficiency in operations to ensure the best possible care for the residents of the facility.
- (4) To promote the morale, well being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

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

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the Residents in the home;
- (b) To maintain order, discipline and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Management reserves the right to amend or introduce new rules from time to time, which shall be communicated to the employees.
- (c) To hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) To have the right to plan, direct, evaluate and control the work of the employees and the operations of the home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, combining or splitting up of departments, implementing work schedules, and the increase or reduction of hours and number of personnel in any particular area or on the whole.

- 2.02 An employee may only be discharged for just cause, except that an employee who has not completed their probationary period, may be terminated on the basis of a fair and proper assessment of their suitability for employment.
- 2.03 The Employer will not exercise its rights or make or enforce regulations in a manner inconsistent with the provisions of this agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 The Employer hereby recognizes the Union as the sole and exclusive Bargaining Agent for all employees of Blue Mountain Manor retirement facility, in the Town of Stayner, save and except Supervisors, person above the rank of Supervisor.

3.02 (a) No Other Agreement

No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of the Collective Agreement.

(b) No Competition

No employee may enter into a financial arrangement with a resident or their responsible party with whom the Employer has a contractual relationship.

3.03 (a) Part-time, Temporary and Casual Employees

This Collective Agreement is fully applicable to all part-time, temporary or casual employees unless otherwise specified.

(b) Work of the Bargaining Unit

Persons whose jobs (paid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or in emergencies, when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employees.

(c) The Employer agrees that during the term of this Collective agreement there shall not be any contracting out of any work currently being performed by members of the bargaining units, if as a result of such contracting out a permanent layoff of any employee, other than casual part-time employees, results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off at the same or better rate of pay, is not a breach of this Agreement.

3.04 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- (a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters including the processing of grievances. When dealing with grievances, the Union shall be limited to a maximum of one (1) Steward in the processing of such grievances. The Union shall inform the Employer of the names of its Stewards in writing. The Employer is not obligated to recognize a Steward until such times as they have been informed in writing by the Union.
- (b) C.U.P.E. Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and of enforcing bargaining rights of the employees under this Collective Agreement or under the law of Ontario.
- (c) The stewards shall conduct investigations of employee complaints outside of working hours. If this is not possible the employee must request the permission of their immediate non-bargaining unit supervisor before leaving their workstation. Permission shall not be unreasonably withheld.

Upon completion of the investigation the employee shall report back to their immediate non-bargaining unit supervisor.

Should the supervisor feel that the steward has left their work for too long a period of time the steward shall be informed to return to their normal work routine.

- 3.05 C.U.P.E., through its representatives, is recognized by the Employer as having the collective bargaining rights to represent employees in the bargaining unit covered by this Collective Agreement.
- 3.06 If a Steward is unable to attend a disciplinary meeting which is urgent in nature, the employee, if they wish, may ask a peer to accompany them.
- 3.07 Under no circumstances shall the Union appoint a total of more than three (3) Stewards.
- 3.08 Employees who are appointed by the Union to the bargaining committee (two plus one alternate) for the renewal of the Collective Agreement who are required to be in attendance at negotiating sessions with the Employer during regularly scheduled shifts, shall not suffer loss of pay to a maximum of eight hours per day for all time spent at negotiations. Employees appointed to the bargaining team will be approved up to two (2) days of unpaid time to attend meetings in order to prepare for negotiations.

ARTICLE 4 - NO DISCRIMINATION

4.01 EMPLOYER SHALL NOT DISCRIMINATE

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour national origin, political or religious affiliation, sex or marital status, sexual orientation, family relationship, place of residence, physical or mental disability, nor by reason of their membership or activity in the Union or any other reason.

4.02 HUMAN RIGHTS ACT

Any claim by an employee, the Union or the Employer pertaining to a violation of the *Constitution of Canada*, the *Human Rights Act*, or the *Employment Standards Act*, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees of the Employer, as covered under Article 3.01, shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. Dues shall begin upon hire.

5.02 Check-Off Payments

Effective the first full pay day after ratification of this agreement, the Employer shall deduct from every employee, any dues, initiation fees or assessments levied in accordance with the Union Constitution and Bylaws. The Employer shall be saved harmless for all deductions made from an employee's pay at the request of the Union.

5.03 As a condition of employment the Employer will deduct each month an amount equal to Union dues from the employee's pay.

GROSS EARNINGS: For the purpose of this section, it is defined as the total of monies paid for all hours worked during the pay period and is to include all regular hours, overtime hours, and all paid out hours for statutory holidays.

The amount checked off and any authorized initiation fees owing will be turned over to the Secretary-Treasurer of the National Union not later than the 15th of the following month, together with an itemized list of employees for whom the deductions are made and the amount checked off for each.

The Employer shall only be responsible to deduct dues, initiation fees or assessment levies after receiving written confirmation of the amounts from the Union.

In the event the Employer is capable and so chooses to implement an electronic format transmission, the parties shall meet to discuss the format in which the information is remitted. The parties shall meet to discuss this issue in an expeditious manner to ensure that the implementation is not impeded.

5.04 Dues Receipt

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each union member in the previous year.

5.05 Interviewing Opportunity

(a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and provide a copy of such agreement, upon the successful completion of the employee's probation period. The Employer will advise a new employee of their applicable wage rate at the commencement of the employee's employment.

(b) The Employer agrees to provide a Union Steward with an opportunity to interview new employees once for a period of up to fifteen (15) minutes within the first thirty (30) days of the employee's employment. Such meeting will be held at a time and location that is mutually agreed upon between the Steward and the Executive Director.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Unit Vice-President of the Local Union, with copies to the National Representative of the Union.

6.02 Representatives

The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with the names of its supervisory personnel with whom the Union may be required to transact business.

ARTICLE 7 - NO STRIKES, NO LOCKOUTS

- 7.01 The Union agrees that there shall be no strike and the Employer agrees that there shall be no lockout. The term "strike" and "lockout" shall bear the same meaning as given to them under the *Ontario labour Relations Act*.

ARTICLE 8 - GRIEVANCE COMMITTEE

- 8.01 The Employer acknowledges the right of the Union to appoint or otherwise select a grievance committee which shall be composed of the Unit Vice-President plus the Steward directly involved with the grievance. The name and area of each of the stewards and the names of the grievance committee, from time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or chairman until it has been so notified.

8.02 Cooperation of the Employer

The Employer shall undertake to ensure all Management/Supervisory staff cooperate with the stewards in the carrying out of the legitimate business of the Union as set out in the Collective Agreement.

8.03 Cooperation of the Union

The Union undertakes to secure from its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in an administrative supervisory capacity in carrying out the terms and requirements of this Agreement.

8.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement as set out in Article 3.04 (c). Therefore, no Steward shall leave their work without obtaining the permission of their immediate supervisor, whose permission shall not be unreasonably withheld.

8.05 Representative of the Canadian Union of Public Employees

The Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing with the Employer. Such Representatives shall have reasonable access to the Employer's premises after notice has been given to the Employer and mutual arrangements made.

ARTICLE 9 - GRIEVANCE PROCEDURE

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have given their supervisor an opportunity to adjust the complaint. No grievance shall be considered where the event giving rise to it occurred or originated more than ten (10) days before the filing of the grievance.

- 9.01 Step #1. If an employee has an unsettled complaint affecting themselves regarding the interpretation, application, administration or alleged violation of this Agreement, the employee may take the matter up as a grievance within five (5) days after receiving an unsatisfactory reply to the complaint. The immediate supervisor shall reply in writing within five (5) days from the date of the meeting.
- 9.02 Step #2. Failing settlement at Step #1, the employee and Union representative may, within ten (10) days of receipt of the Executive Director's reply, request a meeting between the parties. The Executive Director shall reply in writing within five (5) days of the date of the meeting set out herein.
- 9.03 Step #3. Failing settlement at Step #2, the Union representative may, within ten (10) days of receiving of the reply from the Executive Director following the meeting, forward the grievance to the Head Office representative of the Employer requesting a meeting. Such meeting to be held within fifteen (15) days of the receipt of the request by the Head Office representative. Failing settlement at Step #3 the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within fourteen (14) days after the decision has been given at Step #3. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to have been settled or abandoned, unless extended by mutual agreement of both parties.
- 9.04 The reference to days means all calendar days except Saturdays, Sundays and paid holidays. Any and all-time limits may at any time be extended by written agreement between the Employer and the Union.
- 9.05 A Union or Employer "Policy Grievance" shall be defined as any difference between the Employer and the Union concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, including a question of whether or not a matter is arbitrable. A policy grievance must be submitted within ten (10) days of the event that gave rise to the grievance. Such grievance shall be submitted in writing at Step 3 of the grievance procedure to the Executive Director or the Unit Vice-President. The Executive Director or the Unit Vice-President of the Union, whichever is applicable, shall convene a meeting of the parties within fourteen (14) calendar days of receipt of the grievance, at a mutually agreed to time.

The Executive Director or the Unit Vice-President of the Local Union, whichever is applicable, shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement, the grievance may be submitted to arbitration if the request is

made in writing to the other party within fourteen (14) days after the reply is given. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to be settled or abandoned. The time limits set forth in this Article may be extended by mutual agreement between the parties. No Union Policy grievance shall be processed in the above manner which an employee could normally process as an individual employee grievance.

- 9.06 A "Group Grievance" is defined as a single grievance, signed by a Steward or a CUPE Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step #1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

ARTICLE 10 - ARBITRATION

- 10.01 When either party requests that a grievance be submitted to a Board of Arbitration as provided under this Collective Agreement, it shall make such request in writing addressed to the other party and at the same time name its nominee.
Within five (5) days of the request being received, the other party shall name its nominee in writing.

Should the two nominees be unable to select an arbitrator within seven (7) days then either party may request the Minister of Labour of the Province of Ontario to nominate a person to act as a Chairperson at any time thereafter.

- 10.02 No person may be appointed as a nominee who had been involved in an attempt to negotiate or settle the grievance.
- 10.03 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expense of the chairperson of the Board of Arbitration.
- 10.04 The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this Agreement. In the event there is no majority decision, the decision of the chairperson shall govern.
- 10.05 Unless the Collective Agreement provides a specific penalty, in determining a discharge case, the Board of Arbitration shall have the authority to:
- (a) Affirm the Employer's action and dismiss the grievance;

- (b) Set aside the penalty imposed by the Employer and restore the grievor to their former position with or without compensation; or
 - (c) Vary or alter the penalty imposed by the Employer or make such other determination as the Board in its discretion may deem just and reasonable; and/or
 - (d) Have access to the Employer's premises to view working conditions or operations that may be relevant to the resolution of the grievance.
- 10.06 Notwithstanding the arbitration procedure outlined above, a grievance after the third step in grievance procedure may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the *Labour Relations Act* for appointment of a single arbitrator.
- 10.07 Private Mediator/Arbitrator

The Union and Employer both support the use of private Mediator/Arbitrators to resolve grievance issues. Either party may request the use of this service before or instead of the Arbitration process described above. The requesting party must forward the request in writing. The use of this process to resolve issues must be mutually agreed upon.

ARTICLE 11 - DISCIPLINE

- 11.01 Designation of Supervisor – every employee shall be notified of the name of their immediate designated supervisor.
- 11.02 A claim by an employee who has completed the probationary period that they have been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Director at Step #2 of the grievance procedure within five (5) days after the employee is made aware of the suspension or discharge. Such special grievances may be resolved by:
- (a) Confirming the Employer's action;
 - (b) Reinstating the employee with or without full compensation for time lost;
 - (c) Any other arrangement which is just and equitable in the opinion of the conferring parties or through arbitration.
- 11.03 When an employee has completed any eighteen (18) continuous month period without any disciplinary action being placed against their record, their record prior to the eighteen (18) month period shall not be used as a basis for any subsequent disciplinary action taken against the employee. After eighteen (18) months the disciplinary warning will be removed from the employee's work record provided the employee requests the removal in writing.

Discipline as a direct result of resident abuse (physical, verbal, emotional, etc.) will remain on an employee's file in perpetuity.

- 11.04 Provided an employee submits a request in writing, an employee shall be granted the opportunity to view their personnel file in the presence of the Executive Director. Within eight (8) working days of receipt of their request, the Executive Director will establish a time for the employee to view the file.

ARTICLE 12 - SENIORITY

- 12.01 (a) Seniority for full-time employees is defined as the length of service in the bargaining unit.
- (b) Seniority for part-time and casual employees shall be based on actual hours worked i.e. 1900 hours equals one-year seniority. No part-time or casual employee will accrue more than one (1) year seniority in any twelve-month period.
- 12.02 (a) A newly hired full-time employee shall be on probation for 450 worked hours or three (3) months, whichever comes first, from the last date of hiring.
- (b) A newly hired part-time, casual or temporary employee shall be on probation for 450 worked hours or four (4) months, whichever occurs first. The probation period may be extended by mutual agreement between the Employer, the employee and the Union by up to an additional fifty (50) hours. Such agreement shall be in writing.
- (c) The purpose of probation is to provide an opportunity for the Employer to determine whether an employee has the ability and qualities to become a reliable, competent employee and for the employee to determine whether the position is to their liking. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or dismissal.
- 12.03 An employee's seniority and all benefits and all seniority rights shall cease, and the employee be deemed to be terminated if an employee:
- (a) Voluntarily quits or retires and does not withdraw within two (2) days.
- (b) Is discharged and such discharge is not reversed through the grievance and/or arbitration procedure.
- (c) Is absent for more than two (2) working days without notifying the Employer unless such notification was not reasonably possible.
- (d) Fails to return to work within seven (7) calendar days following notice of recall from layoff after being notified by registered mail to do so.

- (e) If laid off for a continuous period of more than twenty-four (24) months.
 - (f) Is off on an absence occasioned by illness or accident exceeding twenty-four (24) months where the Employee is unable to return to work on modified duties.
 - (g) Uses a leave of absence for other purposes than what it was granted for.
 - (h) Fails to return from leave of absence, vacation or suspension, unless an explanation is provided which is acceptable to the Employer.
 - (i) Leaves the premises during paid hours without the Employer's permission.
 - (j) Is a casual employee who has not been available to work for a period of twelve (12) months.
- 12.04 A seniority list will be revised in January and July of each year. A copy of the seniority list will be posted, and a copy will be given to the Union. The seniority list for all employees will be in order of hours worked. If two or more employees have identical seniority hours, then the original date of hire shall be used to determine their position on the seniority list.
- 12.05 (a) In the case of a full-time employee who becomes a part-time employee the employee's total years of service shall be multiplied by nineteen hundred (1900) hours. Any portion of a year's service shall be prorated using nineteen hundred (1900) hours.
- (b) In the case of a part-time employee who becomes a full-time employee their total hours shall be divided by nineteen hundred (1900) hours and a new seniority date of hire shall be used for all purposes of the Collective Agreement.

ARTICLE 13 - FULL-TIME AND PART TIME EMPLOYEES DEFINED

- 13.01 (a) A full-time employee is one who regularly works more than sixty (60) hours bi-weekly on a regular and continuing basis.
- (b) A part-time employee is one who regularly works between thirty (30) hours, but no more than sixty (60) hours bi-weekly on a regular and continuing basis.
- (c) A casual employee is one who regularly works less than thirty (30) hours bi-weekly on a regular and routine basis and is scheduled no more than fifteen (15) hours bi-weekly on a regular and continuing basis.

- (d) 1. A student shall be defined as those employees who are enrolled in full-time attendance at a community college, high school or other similar educational institution.
 2. Students shall be paid at the rates set out in Schedule "A" as long as they are students as defined above. When the condition set out above is no longer met by such employee they shall be laid off.
 3. A student, who has been laid off out of the student classification, may apply for any regular full-time, part-time or casual position that the Home may have available. The student's employment record, skill, ability and availability to perform the required tasks will be used as a basis for determining their suitability for employment in regular full-time, part-time or casual positions. This should not be construed as a guarantee of employment or an offer of employment. Students hired for regular full-time, part-time or casual positions will serve the probationary period as set out in the Collective Agreement.
 4. Students unless otherwise indicate in the Collective Agreement shall be governed by the *Employment Standards Act*.
- (e) Both parties agree that employees who are regularly employed for not more than twenty-four (24) hours per week shall have first preference over any person outside the bargaining unit in accordance with their seniority and qualifications when filling full-time positions.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Definition

A lay-off shall be defined as a permanent reduction of the work force or a permanent reduction in working hours in an employee's normal schedule of more than ten (10%) percent.

The Employer agrees to meet with representatives of the Union prior to the implementation of any lay-offs in order to give the parties an opportunity to discuss alternative solutions.

Employees in this case have the right to:

- (a) Accept the reduction of hours; or
- (b) Displace another employee who has lesser bargaining unit seniority in the same or a lower or identical paying classification in the bargaining unit if the employee is immediately qualified without training other than orientation.

14.02 Notice of Layoff

In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (a) Provide the Union with no less than four (4) weeks written notice of the proposed layoff or elimination of position. This notice is not in addition to required notice as set out in (b) and (c) of this article;
- (b) Provide to the affected employee(s), if any, notice of layoff in accordance with the *Employment Standards Act*;
- (c) Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on lay-off and recalled to a temporary position shall not be entitled to further notice of lay-off.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided as above shall be considered notice to the Union of any subsequent layoff.

14.03 Layoff and Recall

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

An employee who is subject to layoff shall have the right to either:

- (a) Accept the layoff; or
- (b) Opt to retire; or
- (c) Displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the skills and ability to meet the normal requirements of the job and is qualified without training, other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 14.02.

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

It is understood that, at time of layoff, up to date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with 14.03(c).

14.04 Recall

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualification to perform the work before such opening is filled on a regular basis under a job posting procedure.
- (b) An employee recalled to work in a different classification from which they are 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) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on 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 for work. The employee is solely responsible for their proper address being on record with the Employer.
- (e) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed two (2) months. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. In such cases the job posting provision of the Collective Agreement is not considered violated.

14.05 No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

14.06 Laid off employees shall retain seniority, service and recall rights in accordance with Article 12.03(e).

ARTICLE 15 - JOB POSTINGS AND VACANCIES

- 15.01 (a) In this Article a vacancy means a position of employment which the Employer intends to fill within the bargaining unit which is not filled but does not include any such position which is expected to be of six weeks or less duration.
- (b) Temporary full-time vacancies which the Employer intends to fill of more than six weeks duration shall be posted. Such position shall be filled from applications received on the basis of seniority, provided the senior employee is qualified to perform the normal requirements of the job. An employee who relieves in such a temporary position

shall retain their status for a period of up to six months, at which time the employee shall revert to their former position. If the temporary position still exists, it shall be reposted.

- (c) In the event of long-term vacancies in part-time positions, which the Employer intends to fill, the hours shall be divided evenly amongst the classification and department or filled on a temporary basis.
- 15.02 When a vacancy occurs, which the Employer intends to fill, the Employer shall post a notice of such vacancy on the bulletin board, the posting will indicate full-time or part-time, the classification and the required shift/shifts and the hourly rate of pay, as well as the minimum qualifications.
- 15.03 When filling any vacancy, the Employer shall give preference to an applicant employee in the bargaining unit with the most seniority provided the employee has the skills, ability and qualifications to perform the required work.
- 15.04 (a) A vacancy which the Employer intends to fill shall be posted for seven (7) calendar days and be filled. Applicants shall notify the Executive Director or their designate in writing within that time to be eligible. Except in cases when the normal operation of services might be affected, the successful applicant will be scheduled to the new position within seven (7) calendar days of the closing date of the posting.
- (b) Notifications to the Union for extensions and/or early filling of job postings due to operational requirements will be communicated to the Union for agreement in these cases.
- 15.05 (a) The successful applicant shall be placed on trial in a new position for a period of three hundred and fifty (350) hours or four (4) months whichever comes first. Such position shall become permanent after the trial period unless the Employer feels that the employee is not suitable for the position, and it is required that they return to their former position. If the employee involved feels that they are not suitable for the position, they may exercise their right to return to their former position within the trial period.
- (b) In the event an employee returns, or is returned, to their former position, the employee will return without any loss of seniority or wages. Any other employee displaced by the return of this employee to their former position shall also be returned to their previous position.
- 15.06 Employees who are on vacation, may indicate in advance their desire, in writing, to apply for a posting if such a posting should occur during their vacation. In such a case the Employer shall fill the vacancy temporarily from within the bargaining unit.
- 15.07 Until the vacancy is filled via the above manner, the Employer may fill the position as it deems appropriate from within the bargaining unit.

15.08 No employee shall be transferred to a non-bargaining unit position without their consent. If any employee is transferred or applies and is selected for a non-bargaining unit position, they shall retain their seniority and their right to return to the bargaining unit for a period of three (3) months. If an employee or the Employer feels that they are not suitable for the position they may exercise their right to return to their former position in the bargaining unit within the three (3) month period.

In the event an employee returns, or is returned to their former position, the employee will return without the loss of seniority or wages.

15.09 The Employer shall give notification to the employee and the Union within seven (7) calendar days of the date of appointment to a vacant position and the name of the successful applicant shall be posted on the bulletin board. Until a vacancy is filled by the above procedure the Employer may fill the vacancy as it deems appropriate from within the bargaining unit.

15.10 Full-Time Preference

In the posting of any vacancies the Employer will consolidate shifts to form full-time positions over part-time or casual positions where possible.

ARTICLE 16 - HOURS OF WORK

16.01 The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week or start and stop of each shift. The normal hours for full-time employees are seven and one-half (7½) hours per day plus an unpaid thirty (30) minute meal period and seventy-five (75) hours in a two (2) week period. Should the employee not be able to leave the building for their meal period during their shift, it shall be paid as time worked. Working during the employee's lunch break must be approved by the Supervisor. It is understood that the above does not restrict schedules of less than seven and one-half (7½) hours per day or seventy-five (75) hours bi-weekly.

16.02 No employee shall be regularly scheduled to work more than six (6) consecutive days except by agreement between the parties. This requirement shall not apply between December 15th and January 10th each year.

16.03 (a) Except for employees who accept a weekend only position, the Employer will endeavour to arrange schedules so as to provide for every other weekend off. This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided as of ratification. Employees who are on their weekend off shall not be subject to call-ins by the Employer unless they have requested to be called or in cases of emergencies.

- (b) The Employer shall post work schedules on a four (4) week basis at least one (1) week prior to the effective date of the schedule. No changes shall be made in the schedule of the employees once it is posted unless by mutual agreement, or unless it is necessary to facilitate the return to work of an employee who has been on an Occupational Insurance absence.
- 16.04 (a) There shall be two (2) fifteen (15) minutes breaks with pay for all employees during each shift of seven (7) hours or more, at times that are designated by the Employer.
- (b) Short shifts of more than four (4) hours but less than seven (7) hours shall receive one (1) fifteen (15) minute break with pay during the middle portion of such shift at a time designated by the Employer.
- 16.05 Extra shifts required to cover short term illness or leaves of absence shall be offered in the following order:
- (a) For purposes of preparing the work schedule, employees wishing extra hours will provide their supervisor with their availability at least one (1) week prior to the posting of the work schedule. Employees will list the dates they are available and whether they are available for days, evenings, nights or all shifts.
 - (b) Vacancies in the schedule will be assigned by the Employer on a rotating basis by order of date of hire, provided the employee has the skills and ability to do the job, from among staff who have indicated their availability, and for whom an overtime opportunity would not be created. The rotation will begin with the person under the person who was last assigned a vacancy.

Call-Ins

- (c) Vacancies that arise after the schedule has been posted will be filled by following the call-in procedure. The call-in list is by date of hire. Calls will be made on a rotating basis, starting with the person under the last person who accepted a call in. Employees wishing not to be contacted shall submit their intention in writing to their supervisor and this status shall remain in effect until the employee changes it in writing.
- (d) Every effort will be made to follow this call-in list. When a call is made that results in the scheduler having to leave a voice message, there shall be a ten (10) minute waiting period to allow for a returned call from the affected employee, before moving on to the next employee on the list. The parties agree that they shall meet on a regular basis to review the call-in practices and alter as needed to fit the needs of the facility.

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called into work until such time as all employees who are available would be eligible for overtime payment and the Employer continues to intend to fill the shift. Overtime must be approved by the Executive Director or designate (non-union) before

offering the shift. Failure to obtain the Executive Director's approval will result in the affected shift being paid at the regular rate of pay.

Note: It is understood part-time and casual employees have a responsibility to fill shifts as required.

16.06 This Article shall not preclude the implementation of modified daily or bi-weekly hours by mutual agreement between the Union and the Employer.

16.07 Where to accommodate demands of the Employer an employee is assigned temporarily to a classification or assigned the duties of a classification with a higher salary maximum than their regular classification, they shall be paid at the rate of the higher classification for all time spent in such classification. Employees assigned to a lower paying classification shall not have their rate reduced.

ARTICLE 17 - OVERTIME AND PREMIUMS

17.01 Overtime Defined

Employees shall receive wages at the rate of one and one-half (1½) times the regular rate for all time in excess of eight (8) hours per shift and for all time in excess of eighty (80) hours in a bi-weekly pay period. Overtime shall not apply if it is as a result of a requested shift change or switch requested and/or agreed to by the employee. All overtime must be approved by the Executive Director or designate. Failure to obtain approval will result in straight time payment for any hours worked. If possible, such approval should be obtained by the employee prior to working the overtime.

17.02 Call-Back Pay

A full-time employee who has been mandated to return to work by the Employer after completing their normal shift of work for that day shall be paid and work a minimum of two (2) hours at the overtime rates providing their original shift was a minimum of seven and one-half (7 ½) hours.

17.03 Compensation for Work on 7th Day Not Regularly Scheduled

No full-time employee shall be scheduled to work more than six (6) consecutive days, except by agreement between the parties or in the case of emergency. All work performed in excess of the above shall be paid for at a rate of time and one-half.

17.04 Turn Around Time

Except by mutual agreement between the parties, acceptance of a call-in shift by an employee or in the case of an emergency, an employee shall have a break of at least twelve

(12) hours between scheduled shifts. An employee who is required to start a new scheduled shift within twelve (12) hours of completing their previous shift, including overtime, shall be paid at the rate of time and one-half for all hours which fall within the twelve-hour turnaround time.

17.05 REPORTING PAY

If an employee who is scheduled to work a four or more hour shift reports for work and is notified that no work is available, they shall be paid a minimum of three (3) hours pay at their regular rate and shall remain at the Home.

17.06 SHIFT PREMIUM

(a) The Employer agrees to pay a shift premium of fifty cents (\$0.50) per hour to employees for each hour worked between the hours of 3:00 p.m. and 7:00 a.m.

❖ **Effective January 1, 2026 increase (\$0.05)**

WEEKEND PREMIUM

(b) Employees shall be paid a Weekend Premium of and additional \$0.45/hour for all hours worked between Friday at 23:00 pm and Sunday at 23:00 pm. This premium shall be in addition to the regular Shift Premium.

❖ **Effective January 1, 2026 increase (\$0.05)**

ARTICLE 18 - VACATIONS

18.01 For the purposes of vacation, credits will be determined as of July 31st annually. All vacation time must be taken within the vacation year, August 1st – July 31st, and there will be no carry over from year to year. Employees who have not scheduled their vacation time by May 1st annually will have their vacation scheduled at the Employer's discretion.

18.02 The process of submitting vacation requests shall be as follows:

For vacations falling in June, July, and August, vacation requests must be made no later than May 1st. The vacation schedule for this period shall be posted no later than May 20th. Available vacations shall be granted first on the basis of seniority.

For vacations falling outside the above period, staff will submit their vacation request as far in advance as possible. Vacation requests will be granted on a first come first serve basis, with seniority being the deciding factor for two submissions made at the same time for the same period.

The employer shall respond in writing to any vacation requests made in the above process within (15) business days of the request being submitted.

Denials shall be in writing indicating the reason for the denial. Requests will not be unreasonably denied.

Vacation schedules shall not be changed unless all other options have been exhausted for coverage. The Employer will confirm that all other available options have been exhausted including the use of Agency staff prior to changing approved vacation schedules. Any receipted costs associated with changing an approved vacations schedule will be taken into consideration by the Employer.

When an employee has not scheduled two (2) weeks vacations in any vacation year, those weeks may be scheduled by the Employer.

Employees may be permitted to take vacation in increments of one (1) day.

- 18.03 Vacation pay shall be paid to full-time employees on the pay day immediately prior to the commencement of the vacation provided the employee notifies the Executive Director in advance of the next pay period.

Vacation pay may be included on the same cheque as the regular pay cheque for the pay immediately prior to the vacation period. The amount of vacation pay shall be for the amount of vacation time taken, if applicable and credits are available, and the cheque shall be treated in a similar manner to a regular pay for tax purposes as the pay for the total period.

- 18.04 Full-time employees shall be granted vacation with pay according to the following schedule:

VACATION

- | | |
|--|---|
| (a) Under one year | 4% of gross earnings for the period worked; time off at the rate of 1 day per month, to a maximum of 10 working days. |
| (b) One year, but less than four years | two (2) weeks at 4% |
| (c) Greater than four (4) years but less than Ten (10) years | three (3) weeks at 6% |
| (d) Greater than ten (10) years but less than Twenty-five (25) years | four (4) weeks at 8% |
| (e) Greater than twenty-five (25) years | five (5) weeks at 10% |

Vacation pay shall be based on 2%, 4%, 6%, 8% and 10% respectively, of their gross earnings from the previous calendar year.

18.05 Part-time employees shall be granted vacations according to the following schedule:

- | | |
|--|--|
| (a) Under 1900 hours | 4% of gross earnings for the worked; time off at the rate of 1 day per month, to a maximum of 10 working days. |
| (b) 1900 hours, but less than 7600 hours | two (2) weeks at 4% |
| (c) Greater than 7600 hours but less than 19000 hours | three (3) weeks at 6% |
| (d) Greater than 19000 hours but less than 47500 hours | four (4) weeks at 8% |
| (e) Greater than 47500 hours | five weeks (5) at 10% |

Vacation pay shall be based on 2%, 4%, 6%, 8% and 10% respectively, of their gross earnings from the previous calendar year.

Vacation for employees classified as part-time employees will be based on an equivalency of 1,900 hours equals one year of service. The schedule of vacation will be the same as for full-time employees. Part-time employees shall receive vacation pay biweekly. Part-time employees regularly scheduled more than twenty (20) hours biweekly must take the equivalent time off without pay.

ARTICLE 19 - PAID HOLIDAYS

19.01 For all employees who have completed their probationary period, the Employer shall recognize the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day (starting in 2012)	
Two (2) Float holidays.	

It is understood that the Float Holiday will be scheduled at a time that is mutually agreed upon between the employee and the Employer while having due regard for the Employer's operations and ability to properly manage the Home.

- 19.02 If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not yet a statutory holiday and which has not been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of the Agreement.
- 19.03 In order to qualify for holiday pay all employees must work their full scheduled shift preceding and immediately follow the holiday concerned. The Employer shall endeavour to schedule such that no employee shall be required to work more than 50% of the above noted Statutory Holidays in a calendar year.
- 19.04 Employees eligible for holiday pay shall be credited with pay computed at straight time for the holidays referred to above. Holiday pay shall be equivalent to one (1) day's regular pay for full-time employees. Part-time employees shall receive holiday pay calculated pursuant to the *Employment Standards Act*.
- 19.05 An employee who qualifies for holiday pay and who works on the holiday will receive pay at the rate of time and one half (1 1/2) the employee's regular rate for the work performed on such holiday in addition to the employee's holiday pay.
- 19.06 An employee who is not eligible or who is not qualified for holiday pay and who is required to work on any of the named holidays will receive pay at the rate of time and one half (1 1/2) the employee's regular rate of pay for each hour worked.
- 19.07 If one of the above-named holidays occurs on an employee's regular day off or during their vacation period, the employee shall receive an additional day off in lieu thereof within thirty (30) days either side of the holiday unless otherwise arranged between the employee and the supervisor. If unable to schedule the lieu day a day's pay will be paid out.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

Wages, in accordance with Schedule 'A' attached hereto and forming part of this Collective Agreement, shall be paid on Thursdays on a bi-weekly basis. Wages may be directly deposited into an employee's bank account based on the information that is provided by the employee to the Home. It is the employee's responsibility to keep the Employer informed of any changes in the employee's banking information from time to time.

20.02 Pay on Transfer to Lower Rated Position

When an employee is temporarily assigned by the Employer to a position paying a lower rate, their rate shall not be reduced.

ARTICLE 21 - SICK LEAVE

21.01 Employees shall be entitled to a sick leave plan based on the following:

a) Sick leave shall be for the sole and exclusive purpose of protecting employees against loss of income in the event of legitimate illness.

b) Effective date of ratification all full-time employees who have completed their probationary period shall accumulate sick day credits based on the following schedule:

i) Employees who have completed their probation will begin to accumulate sick credits at the rate of 7.5 hours or eight (8) hours, whichever is the length of their regularly scheduled shift, for each period of 155 hours worked.

ii) The unused portion of an employee's sick leave shall accrue for their future benefit to a maximum of either seventy-five (75) or eighty (80) hours depending on the length of the employee's regularly scheduled shift. Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness. An employee may only be paid a maximum of either seventy-five (75) hours or eighty (80) hours, in any calendar year.

c) Effective date of ratification all part-time employees who have completed their probationary period shall accumulate sick day credits based on the following schedule:

i) Employees who have completed their probation will begin to accumulate sick credits at the rate of 7.5 hours or eight (8) hours, whichever is the length of their regularly scheduled shift, for each period of 155 hours worked.

ii) The unused portion of an employee's sick leave shall accrue for their future benefit to a maximum of 22.5 hours sick credits. Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness. An employee may only be paid a maximum of twenty-two and one-half (22.5) hour sick credits in any calendar year.

21.02 For the third and succeeding illness in any calendar year, payment will not be made of the first day of illness.

21.03 An employee may not be paid for illness for sick time taken before or after a scheduled vacation, leave of absence, designated holiday or scheduled day off unless a doctor's certificate is provided.

21.04 An employee who is injured and receiving payments from the Occupational Accident Insurance will not be paid for illness by the Employer.

21.05 An employee shall notify the Employer of sickness at least two (2) hours prior to the commencement of their day shift and four (4) hours before the evening and night shift, unless impossible.

(a) An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of two (2) working days, or on the third and consecutive illness in a calendar year, certifying that the employee was unable to carry out their duties due to illness. The Employer will pay for the production of a medical certificate that they have requested, upon proof of payment by the employee to the physician to a maximum of \$15.00.

(b) An employee shall be entitled to have those days absent due to sickness from their scheduled shift paid for at their normal rate for the hours missed, so long as they have sick leave credits. The amount of sick leave credits shall be reduced by the number of hours missed for which employee claimed payment.

Articles 21.02 through 21.05 shall apply to both full-time and part-time employees.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 Union Leave

a) Upon written request of the Union, members shall be entitled to an unpaid leave of absence for the purpose of attending Union business, such leave being subject to the Employer being able to adequately staff the Home without violating scheduling requirements or causing an employee to work overtime. Such leave shall not exceed a maximum accumulated total of twenty-five (25) days per calendar year.

b) An employee promoted to a position with the National Union shall be granted an unpaid leave of absence for two years.

22.02 Pregnancy and Parental Leave

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

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

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the

Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under Parental Leave.

- (b) An employee who does not apply for leave of absence under 22.02 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 22.02 a) i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- (c) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

- (d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 22.02. c).
- (e) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- (f) 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.

- (g) 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.

Parental Leave

- (h) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (i) 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.
- (j) 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.
- (k) 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.

- (l) For the purpose of Parental Leave the provisions under 22.02 a), c), d), e), f) and g) shall also apply.

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.

22.03 **Bereavement Leave**

An employee shall be granted up to four (4) consecutive calendar days without loss of pay in the case of death of spouse, including same-sex spouse, or child. An employee shall be granted up to three (3) consecutive calendar days without loss of pay in case of death of mother, father, sister, brother, grandchild, grandparent. Such leave will commence on the date of death. An employee shall be granted one (1) day leave of absence without loss of pay to attend the funeral of a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law. In the clause "day" shall include all calendar days. If excess travel is required, the employee may be granted a leave of absence without pay and without loss of seniority. Such request will not be unreasonably denied.

22.04 **Jury Duty**

When an employee is required to serve on a jury, they shall be relieved of their duties for such time as it may require. It is the employee's responsibility to come to work on any day that would otherwise be a scheduled working day that they are not actually required for jury duty, or to be present in court. The employee shall not lose any seniority or benefits during jury duty leave.

22.05 **Education Leave**

An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications providing the Employer is able to adequately staff the Home without violating scheduling requirements or causing an employee to work overtime.

22.06 **General Leave**

The Employer may grant a leave of absence without pay to any employee with one (1) year service or more for legitimate personal reasons. The employee, to be considered for such leave of absence, must make their request known to the Home, in writing, as soon as possible as the need for such leave becomes known to the employee. Such consent shall not be unreasonably withheld, having regard for the reason for the requested leave and the staffing requirements of the Home. The leave shall not exceed twelve months in length.

22.07 **Family Leave of Absence**

The Employer will abide, and grant family leave as per *Employment Standards Act*.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 (a) The Employer will maintain current benefits at 100% Employer paid for post-probationary full-time and part-time employees. Casual employees are not entitled to benefits.

Life and AD & D – Full-time employees \$20,000; Part-time employees \$10,000 each.

Effective January 1, 2025 – Full time employees \$25,000; Part-time employees \$15,000 each.

Major Medical – 25/50 deductible

Dental Plan – Equivalent to Blue Cross #9 – Employer will pay 50% of the premium cost.

Vision Care - Vision care will be covered at \$275.00 per family every twenty-four (24) months or \$275.00 per single enrolled member every twenty-four (24) months.

i) Effective on January 1, 2026 increase Vision Care Maximum to \$300.00 every twenty-four months.

(b) Notwithstanding any other provisions of the Collective Agreement, the Employer is not obliged to make any premium payments in respect of any employee who is on layoff, or unpaid leave of absence (excluding union leave, maternity leave) in excess of thirty (30) calendar days. Employees whose illness continues beyond the coverage therein provided, shall be permitted to continue coverage at their own expense provided the premiums are paid to the Executive Director on a monthly basis.

If timely payment is not made coverage will cease until the employee is eligible to be covered after their return to work.

(c) The Employer will have the right to select the insurance carrier of its choice in respect of any of the benefits provided herein and will identify an insurance carrier that will provide the same benefits at the most economical premiums. It will be the responsibility of the employee(s) to resolve any disputes concerning payment of benefits, directly with the insurance carrier. Any insurance coverage with respect to any of the benefits provided herein will be subject to the terms and conditions of the insurance carrier's policy or policies as the case may be, or the insurance carrier's contract with the Employer.

23.02 Uniform Allowance

Uniform allowance is for the sole and exclusive purpose of maintaining and purchasing proper work attire in accordance with the policy of the Home. Uniform allowance will be paid by lump sum payment the first pay after October 1st annually to post probationary employees. Effective January 1, 2015 – full-time employees shall receive \$120.00 annually; part-time employees shall receive \$80.00 annually and casual employees shall receive \$60.00 annually.

23.03 Employee Assistance Program

The employer will provide at no cost the employees an Employee Assistance Program (EAP).

ARTICLE 24 - PENSION PLAN

24.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday,
- ii) holiday pay, for the hours not worked,
- iii) vacation pay,
- iv) paid sick leave,
- v) bereavement leave,
- vi) jury duty,
- vii) negotiations and grievance meetings.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible employee" means all employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

24.02 Effective April 1, 2018, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two percent (2%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two percent (2%) of applicable wages to the Plan.

Effective April 1, 2020, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two percent (3%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two percent (3%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

24.03 The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

24.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

24.05 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

- i) to be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- ii) to be provided with each remittance:
 - Name

- Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - YTD pension contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) to be provided once, and if status changes:
- Full address as provided to the Employer by the employee
 - Termination date when applicable (MMDDYY)
- iv) to be provided once if they are readily available:
- Gender
 - Marital Status

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

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

ARTICLE 25 - HEALTH AND SAFETY COMMITTEE

- 25.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury or illness and as such will comply with the *Health and Safety Act (Ontario)* as amended from time to time. A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the bargaining unit, who shall identify potential dangers, recommend means of improving the health and safety programs and obtaining the identification of hazards and standards. The committee shall normally meet every three (3) months.

Scheduled time spent in such meetings is to be considered as time worked. Minutes shall be taken of all meetings and copies shall be distributed to the Employer and the Union.

- 25.02 Two representatives of the joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of a critical accident or injury,

the certified members of the Health and Safety Committee shall be informed. Such representatives who are at work shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

Furthermore, such representatives who are at work must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections. Scheduled time spent in all activities shall be considered as time worked.

25.03 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

25.04 Occupational Insurance

For an employee who is absent due to illness or injury that is compensable under the Employer's occupational insurance, the following shall apply:

An employee will be ineligible for paid holiday, sick leave or any other benefits mentioned in this Agreement during any absence covered under the Employer's Occupational Insurance except where specified otherwise in the Act.

ARTICLE 26 - GENERAL

26.01 The Employer agrees to provide a bulletin board for the Union to use for the purpose of posting information concerning union business. All such postings shall be approved by the Executive Director prior to posting. Such approval shall not be unreasonably withheld. A failure to receive such approval will result in the posting being removed.

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

26.03 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the parties shall arrange for the printing of sufficient copies of the agreement with the cost of such printing to be borne equally by the Employer and the Union.

26.04 The Employer and the Union agree that under no circumstances will there be any pyramiding of benefits or payments under this Agreement.

26.05 Employee's work performance may be evaluated by the employee's supervisor or their designate. An employee will be given an opportunity to review the written evaluation and any other documentation pertaining to the evaluation. Prior to the evaluation document being filed, an employee may add their comments to the documents or on a separate page

which will be considered part of the evaluation. The employee is to sign the evaluation document not for the purpose of indicating agreement, but for the purpose of indicating that they have read and understood the contents. Evaluation meetings will take place during the employees' working hours.

- 26.06 It shall be the duty of each employee to notify the Employer promptly of any change of address. Notice required by the Employer shall be deemed to be given, if forwarded to the employee at the last address of which the Employer had notice.

ARTICLE 27 - LABOUR EMPLOYER RELATIONS

27.01 Labour Management Committee

A Labour Management Committee consisting of two (2) of the recognized Union Stewards and equal representation of Management, with the capacity of either party to bring in an additional resource person from the Union or the Employer. The Committee will meet quarterly, or more frequently if requested by either party, to discuss matters relating to various concerns which may arise in the day-to-day operation of the Employer. An agenda will be prepared at least one (1) week in advance of the meeting. Labour Management Committee members will not suffer a loss of earning for attending such meetings, which will be held during normal working hours and will not exceed one (1) hour in duration, except by mutual agreement.

ARTICLE 28 - EMPLOYEE TRAINING

The Employer will endeavour to provide mandatory In-Service training at times that take into consideration the normal hours of work for those employees required to attend. Time spent attending such In-Service training will be paid at the employee's regular earnings. Employee's who complete any mandatory online training, within the allotted time, outside of work hours, will be paid at the employee's regular earnings only after given permission to do so from the Employer.

SCHEDULE 'A'

Classification	Start	Post Probationary	FT - 1 Year PT - 1900 Hrs.	FT - 2 Years PT - 3800 Hrs.	FT - 3 Years PT - 5700 Hrs.
Effective April 1, 2023					
3.5% GWI					
RPN	23.69	24.03	24.46	25.06	25.93
UCP	19.56	19.83	20.11	20.65	21.20
GA	18.47	18.74	19.02	19.56	20.11
Aide (Floor, Dietary, Private Duty)	16.85	17.12	17.39	17.94	18.47
2 nd Cook	16.85	17.12	17.39	17.94	18.47
Student under 18 Min	15.60	15.60	15.60	15.60	15.60
Student over 18 Min	16.55	16.55	16.55	16.55	16.55
Maintenance Aide	18.54	18.94	19.34	19.78	20.18
Classification	Start	Post Probationary	FT - 1 Year PT - 1900 Hrs.	FT - 2 Years PT - 3800 Hrs.	FT - 3 Years PT - 5700 Hrs.
Effective April 1, 2024					
3.5% GWI					
RPN	24.52	24.87	25.32	25.94	26.84
UCP	20.24	20.52	20.81	21.37	21.94
GA	19.12	19.40	19.69	20.24	20.81
Aide (Floor, Dietary, Private Duty) Adjustment \$0.50	17.96	18.24	18.52	19.09	19.63
2 nd Cook Adjustment \$0.50	17.96	18.24	18.52	19.09	19.63
Student under 18 Min	16.15	16.15	16.15	16.15	16.15
Student over 18 Min	17.13	17.13	17.13	17.13	17.13
Maintenance Aide	19.19	19.60	20.02	20.47	20.89

Classification	Start	Post Probationary	FT - 1 Year PT - 1900 Hrs.	FT - 2 Years PT - 3800 Hrs.	FT - 3 Years PT - 5700 Hrs.
Effective April 1, 2025					
3.0% GWI					
RPN	25.26	25.62	26.08	26.72	27.65
UCP	20.85	21.14	21.43	22.01	22.60
GA	19.69	19.98	20.28	20.85	21.43
Aide (Floor, Dietary, Private Duty)	18.50	18.79	19.08	19.66	20.22
2 nd Cook	18.50	18.79	19.08	19.66	20.22
Student under 18 Min	16.63	16.63	16.63	16.63	16.63
Student over 18 Min	17.64	17.64	17.64	17.64	17.64
Maintenance Aide	19.77	20.19	20.62	21.08	21.52

Classification	Start	Post Probationary	FT - 1 Year PT - 1900 Hrs.	FT - 2 Years PT - 3800 Hrs.	FT - 3 Years PT - 5700 Hrs.
Effective October 1, 2025					
0.5% GWI					
RPN	25.39	25.75	26.21	26.85	27.79
UCP	20.95	21.25	21.54	22.12	22.71
GA	19.79	20.08	20.38	20.95	21.54
Aide (Floor, Dietary, Private Duty)	18.59	18.88	19.17	19.76	20.32
2 nd Cook	18.59	18.88	19.17	19.76	20.32
Student under 18 Min	16.71	16.71	16.71	16.71	16.71
Student over 18 Min	17.73	17.73	17.73	17.73	17.73
Maintenance Aide	19.87	20.29	20.72	21.19	21.63

LETTER OF UNDERSTANDING

Between

BLUE MOUNTAIN MANOR

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3979-01**

RE: LABOUR MANAGEMENT

The parties agree to meet in Labour Management in an effort to resolve scheduling issues regarding replacement of absent employees.

BLUE MOUNTAIN MANOR

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3979-01**

N. Bifolchi

N. Bifolchi (Apr 10, 2024 11:26 EDT)

Nina Bifolchi, General Manager

Heather Rideout, National Representative

Jen Sylvestri

Jen Sylvestri (Apr 11, 2024 11:56 EDT)

Jen Sylvestri, Operations Manager

Kellie Gordon

Kellie Gordon

Kelly Patton-Morrish

Kelly Patton-Morrish

Theresa Campbell

Theresa Campbell