

COLLECTIVE AGREEMENT

BETWEEN

THE WESTMOUNT RETIREMENT RESIDENCE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3607**

DURATION: April 1, 2021 to March 31, 2023

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ARTICLE 1 - PURPOSE

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

- a) to improve relations between the Employer and the Union and provide settled and just conditions of employment;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, etc.;
- c) to encourage efficiency in operations;
- d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Residence recognizes the Union as the sole Collective Bargaining Agent for all Employees at its' Residence in Sudbury, Ontario, save and except Supervisors, persons above the rank of Supervisor, and Office and Clerical Staff.

2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

2.03 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees in negotiations, Grievances, or other matters of mutual interest to the Parties.

2.04 The Employer shall notify the Secretary of the local Union in writing of all hirings, terminations and retirements and job postings within ten [10] days of their occurrence.

2.05

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.
- c) Where the Employer conducts staff orientation sessions, the Union will be provided with a one half [1/2] hour during such session to make a presentation about membership in the Union. The Employer will provide the Union with privacy to conduct the information session – leave the room.

The Union shall be notified of the full name, position employment status (full time, part time, etc.), start date and work location of all employees hired into the Bargaining Unit on a quarterly basis.

2.06 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Labour Relations of the Employer or his/her designate.

ARTICLE 3 - RELATIONSHIP

- 3.01 There shall be no discrimination, coercion or intimidation by the Residence or by the Union because of any Employee's participation or lack of participation in Union Membership. Further, the Employer and the Union agree that there shall be no discrimination, restriction, or coercion exercised or practiced with respect to any Employee in the matter of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, or place of residence. The parties agree to abide by the Ontario Human Rights Code.
- 3.02 There shall not be any Union activity on the premises of the Residence without the permission of the General Manager or General Manager's designate.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01 The Residence will not cause or direct any lockout of its Employees and the Union will not cause or direct any strikes, nor will Employees participate in any collective action which will interfere with the operation of the Residence during the term of this Agreement.
- 4.02 The definition of the terms "lockout" and "strike" as used in Article 4.01 above, shall be in accordance with the *Labour Relations Act*.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by Employees;
 - b) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge Employees; and to increase and decrease working forces, provided that a claim of discriminatory classifications, promotion, demotion, discipline or suspension, or a claim by any Employee who has completed their probationary period that they have been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
 - c) generally to manage the Residence and, without restricting the generality of the foregoing, to determine the services to be rendered, the methods, the work procedures, the kind and locations of machines, tools, instruments, and equipment to be used, to select, control and direct the use of all materials required in the operation of the Residence, to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Residence Residents, employees and the public.

ARTICLE 6 - DEDUCTION OF UNION DUES

- 6.01 All Employees covered by this Agreement and who have completed one [1] month of employment will be required to pay any dues or initiation fees levied in accordance with the Union Constitution and By-laws.
- 6.02 Dues deduction shall be made bi-weekly and such deductions shall be sent to the National Office of the Canadian Union of Public Employees no later than ten [10] days following the date of deduction.
- 6.03 The Residence, when remitting the dues deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the Employees from whom the dues were deducted, the base payroll for the period and also showing any additions or deletions in Staff.

- 6.04 The Union will submit in writing, the Union dues structure to be deducted from Employees. The Union will notify the Residence in writing of any changes in the dues structure and such changes will take place in the month following receipt of such notification.
- 6.05 At the same time that Income Tax [T-4] slips are available the Employer shall type on the amount of Union dues paid by each Union Member in the previous year.
- 6.06 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

- 7.01 The Residence acknowledges the right of the Union to appoint or otherwise select Stewards and Committee Members. The Union shall advise the Residence in writing of the Personnel serving on these Committees and as Stewards, and the Residence shall only deal with those thus named.
- 7.02 The Residence agrees that the Union can appoint or otherwise select Grievance Stewards to represent Employees in the presentation of any grievance they may have. The Residence shall not be required to meet with more than two [2] Stewards at any one time and a Representative of the Canadian Union of Public Employees. It is understood that the Union will undertake to have one [1] Steward from each department.
- 7.03 The Residence agrees that the Union can appoint or otherwise select three [3] Negotiating Committee members, one of which shall be the President or his/her designate. Bargaining Committee members shall not suffer loss of remuneration for meetings held during regularly scheduled shifts.
- 7.04 Employees who are appointed or otherwise selected to act as a Steward on behalf of the Union, have regular duties to perform. Therefore, such Employees shall not leave their work to conduct any business on behalf of the Union or Employees without first receiving permission from their respective Supervisors, which permission shall not be unreasonably withheld. In return, the Residence will pay Stewards for any regular hours of work missed in direct dealing with the Residence but not for any Arbitration proceedings.
- 7.05 No Employee shall act in a capacity referred to in Article 7.02 or 7.03 until after they have completed their probationary period with the Residence.
- 7.06 The Parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour/Management Committee meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory at least four [4] times throughout a given year. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement.

Any representative[s] attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 8.02 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 no employee can file a grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. The complaint must be addressed with the Supervisor within 3 working days of the issue, giving rise to the complaint. If the complaint is not satisfactorily resolved within 3 working days after the employee has addressed their complaint with the immediate supervisor, the complaint may be taken up as a grievance in the following manner.

Step 1

The aggrieved employee, accompanied by a Steward, shall within five [5] working days of the Supervisor's decision, submit the grievance in writing to the applicable Supervisor who shall have five [5] working days to reply to the grievance in writing.

8.03 **Step 2**

Failing settlement of the grievance at Step 1, the grievance shall then be presented within five [5] working days after the Supervisor's reply in Step 1 to the Residence's General Manager or Appointee. Within five [5] working days the Residence's General Manager or Appointee will meet with the Union Grievance Committee to discuss the grievance. At this meeting a Representative of the Canadian Union of Public Employees will be present, if requested by either Party. A reply to the grievance will be given within three [3] working days after this meeting has been held.

- 8.04 Failing settlement of the grievance at Step 2, either Party may within twenty [20] working days after the reply at Step 2 has been received, submit the grievance to Arbitration.
- 8.05 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed. A policy grievance must be presented to the Employer by a Steward in writing and within fifteen [15] working days of the incident being grieved.

- 8.06 A claim by an employee that he/she has been unjustly discharged or suspended shall be treated as a grievance, if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within five [5] working days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance and Arbitration procedure by:
- a) confirming the Employer's action in dismissing the employee, or
 - b) reinstating the employee with or without full compensation for the time lost; or
 - c) by any other arrangement which may be deemed just and equitable.

Whenever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing within two [2] working days of its decision to discharge or suspend an employee. The Employer agrees that it will not suspend or discharge or otherwise discipline an employee without just cause.

- 8.07 Any of the time limits above may be extended by mutual consent between a duly recognized Union Official and the General Manager or Designate and shall be confirmed in writing.
- 8.08 As used herein, the term "working day" shall mean Monday to Friday inclusive, excluding any paid holiday.

ARTICLE 9 - ARBITRATION

- 9.01 It is agreed by the Parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration as defined by the *Ontario Labour Relations Act*.
- 9.02 In the event that either Party proceeds to Arbitration, it shall notify the other Party in writing of its intentions within twenty [20] working days of the receipt of the answer at Step 2 along with the name of its Nominee on an Arbitration Board. Within five [5] working days of receipt of such notice, the Party shall notify the other of the name of its Nominee. The two Nominees shall then select an impartial Chairperson. Failing to do so within ten [10] working days, either party shall request the Minister of Labour for the Province of Ontario to appoint a Chairman. A Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement or to alter, modify, add to or amend any part of this Agreement but shall have the power to dispose of any grievance by any arrangements which in its opinion it deems just and equitable. Proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairperson shall be final and binding upon the parties hereto and the employee or employees concerned.

9.03 Upon mutual agreement, the Parties may submit the grievance to a Single Arbitrator who shall be subject to the same provisions as the Board of Arbitration.

The parties agree to comply with the provisions of the legislation, subject to the terms of the Collective Agreement.

9.04 Each of the Parties hereto shall bear the expense of its Nominee to the Board, and the Parties hereto shall jointly bear the expense of the Chairperson and any other cost of the place of hearing of such Arbitration, if and when the necessity arises.

9.05 The time limits fixed above may be extended by mutual consent between a duly recognized Union Official and the General Manager or Designate and shall be confirmed in writing.

9.06 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of mediation.

ARTICLE 10 - SENIORITY

10.01

a) Employees shall serve a probationary period of four hundred and fifty [450] hours worked.

The parties acknowledge that the probationary period affords the Employer an opportunity to assess the employee. More specifically, the parties agree that the Employer shall have the right to release a probationary employee whom the Employer believes to be unsuitable because of conduct, quality of work, attendance, suitability for position, inability to work with other employees, or any other work related reason.

b) Full-time employee: A full-time employee is defined as an employee who is regularly employed for more than twenty-four [24] hours per week.

Part-time employee: A part-time employee is defined as an employee who is regularly employed for no more than twenty-four [24] hours per week.

An unscheduled part-time employee is a part-time employee not regularly scheduled and is called in on an as needed basis. Unscheduled part-time employees are required to provide availability monthly at least two [2] weeks before posting of the new schedule. If an unscheduled part-time employee fails to provide availability or pick up shifts for three [3] months or more they would be deemed terminated.

Probationary employee: A probationary employee is defined as an employee who has not completed his/her probationary period as per Article 10.01 [a] and has not gained seniority.

- c) A full-time employee's seniority is the length of service with the Employer, and shall be used in determining preference of priority for promotions, transfers, demotions, lay-offs, permanent reduction of the work force and recall. Seniority shall operate on a Bargaining-unit-wide basis. Part-time will be credited with seniority on the basis of hours worked and it shall be used in determining preference of priority for promotions, transfers, demotions, lay-offs, permanent reduction of the work force and recall. One [1] year of service is equivalent to 1800 hours worked.

10.02

- a) The Employer shall prepare a Seniority List, showing the employee's name and seniority; and one for the part-time employees showing name and hours worked. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board by April 1st and October 1st in each year.
- b) Protests with regards to the above-mentioned lists shall be submitted in writing to the General Manager within thirty [30] calendar days of the date the lists are posted on the bulletin boards. When proof of error is presented by the employee or the employee's Representative, such error will be corrected and when so corrected the agreed upon correction shall be final.

10.03 In cases of lay-off, recall following lay-off, promotion and job transfer within the bargaining unit, seniority will be the governing factor provided that the employee is able to meet the normal requirements of the job.

10.04

- a) Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in the Regular hours of work as defined in this Collective Agreement.

The Employer agrees to meet representatives of the Union as soon as practical, prior to the implementation of any layoffs in order to give the parties an opportunity to discuss alternative solutions.

- b) Notice of Layoff

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

1. Provide the Union with no less than three [3] months written notice of the proposed layoff, and concurrently with this notice;
 2. Provide to potentially affected employee(s) if any, no less than three [3] months written notice of layoff or pay in lieu thereof.
- c) No new employee shall be hired until those laid off have been given an opportunity for recall.

- 10.05 An employee being recalled to work must signify their intention to report for work within five [5] days after the notice of recall has been sent by registered mail and must report within a further two [2] weeks or forfeit their right of recall.
- 10.06 Seniority previously accumulated will be lost and the employee's employment shall be deemed terminated:
- a) Resigns in writing and does not withdraw verbal resignation within two [2] working days;
 - b) is discharged and such discharge is not reversed through grievance or arbitration;
 - c) fails to report for work for more than two [2] working days without an explanation satisfactory to the Residence;
 - d) Fails to return to work upon termination of an authorized leave of absence, without obtaining written permission from the Employer, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
 - e) is laid off for a period in excess of twenty-four [24] consecutive months.
- 10.07 The Employer shall not contract out any work usually performed by members of the bargaining unit, if, as a result of such contracting out, a lay-off or reduction in regularly scheduled hours of work of members of the bargaining unit occurs.
- 10.08 Provided employees are in receipt of Occupational Accident Insurance benefits, they will continue to accumulate seniority.

Part-time employees will be credited with seniority on the basis of the hours per week worked by the employee, averaged over the thirteen pay periods immediately prior of the occupational accident or illness.

- 10.09 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 in emergencies or in cases mutually agreed upon in writing by the Parties.
- 10.10 Transfer of seniority

A full-time employee who transfers to part-time and vice-versa shall have her seniority calculated at one year equals 1800 hours worked.

ARTICLE 11 - LEAVES OF ABSENCE

11.01

- a) **The General Manager or designate may grant in writing, a request for a leave of absence without pay for personal reasons provided that they receive at least one [1] month's notice in writing unless impossible, and such permission shall not be unreasonably refused having regard to the efficient operation of the Residence. Applicants, when applying, must indicate the reason, the date of departure, and the date of return.**
- b) **It is understood that seniority shall not accumulate during a leave of absence in excess of thirty [30] days. It is also understood that all benefits will cease to be paid if the leave is in excess of thirty [30] days.**

11.02 Union Activity

The General Manager or designate may grant leave of absence without pay or loss of seniority to a maximum of two [2] employees at any one time, to attend union conventions, educational sessions or while on union business, which permission shall not be unreasonably withheld. Such leave must be applied for in writing at least ten [10] working days in advance and all leaves for all employees shall not exceed twenty-five [25] working days per year. The parties agree that leaves of absence are subject to Operational Requirements and shall be at the discretion of the Employer.

11.03 Pregnancy & Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act of Ontario* as amended from time to time.

An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent [75%] of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one [1] week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen [15] weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

11.04 Bereavement Leave

- a) An employee who has completed probation shall be granted a maximum of five [5] working days leave of absence with pay in the event of the death of their parent, child, step-child or spouse.
- b) An employee who has completed probation shall be granted a maximum of three [3] working days leave of absence with pay in the event of the death of sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parents.
- c) The General Manager may consider a request for an unpaid extension of a period of Bereavement Leave.
- d) Pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.

11.05 Jury and Witness Duty

The Residence shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or is required by subpoena to act as a witness for the Crown in a court of law. The Residence shall pay such an employee the difference between the normal earnings and the payment received for jury service or as a court witness for the Crown excluding payment for travelling, meals or other expenses. It is the employee's responsibility to come in to work on the days the employee is not actually required for jury duty or to be present in court as a witness for the Crown.

An employee who is required, as a result of a matter arising out of her employment, to serve as a court witness, shall suffer no loss of earnings (scheduled time) for the time spent at court. The Employer will deduct any payments received by the court or as a result of a subpoena or any other source from the payment it provides the Employee.

11.06 Educational Leave

If required by the Residence, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.

ARTICLE 12 - BULLETIN BOARDS

- 12.01 A bulletin board shall be available to the Union for the posting of union notices. All such notices must be submitted to the General Manager or his designate, for approval before posting, which approval shall not be unreasonably withheld.

ARTICLE 13 - HOURS OF WORK, OVERTIME, ETC.

13.01 The provisions contained in Article 13.01 above, do not represent a guarantee of daily or weekly hours and employees may be required to work less than thirty-seven and one-half [37 1/2] hours per week. The provisions herein contained shall not be implemented in an arbitrary or discriminatory manner by the Residence.

13.02

a) The normal daily hours of work shall be seven and one-half [7 1/2] hours excluding the half-hour meal period. The normal bi-weekly work period shall be seventy-five [75] hours. The exception shall be night shift, when the employees can not leave the building, the hours of work shall be eight [8] hours including a half hour paid meal period. These hours will not be calculated into overtime hours.

b) Work schedules governing a minimum of a week period will be posted at least four [4] weeks in advance. The posted work schedules shall ensure all employees receive four [4] days off, two of these days being consecutive, within each bi-weekly period. Requests for additional days off shall be submitted by an employee to their immediate supervisor one [1] week in advance of the bi-weekly period. Each full time employee will be guaranteed every second [2nd] weekend off.

The Employer will endeavour to give part time employees every other weekend off and will guarantee every third weekend off, unless mutually agreed upon by both Parties.

c) Once the work schedule is posted it will not be changed without the consent of the employee concerned, except in cases where the Employer has not received adequate notice of an employee's return to work. It is further understood that employee's who are absent from work because of extended illness or because of a disability resulting in Occupational Accident Insurance benefits, such employees will endeavour to notify the Employer at least one week prior to their return to work, unless unreasonably possible to do so.

d) Employees will be allowed to exchange days off with another employee of their own status and with the prior approval of their supervisor. Such mutual exchange would not require the Residence to pay overtime rates of pay. Such mutual exchange shall be in writing, dated and signed. Requests for exchange days shall be submitted in writing 1 week in advance of the bi-weekly period, unless otherwise impossible pursuant to leave provisions under the ESA.

e) Shifts shall be distributed equally amongst part time employees within each classification.

f) Employees shall be entitled to three [3] consecutive days off at either Christmas New Years. It is understood that employees shall alternate time off at Christmas New Years, unless mutually agreed between the employees concerned and the Employer.

- g) No employee will be scheduled for more than six [6] consecutive shifts unless mutually agreed between the Employee and the Employer. Any Employee who is prescheduled six [6] consecutive shifts shall be scheduled for three [3] consecutive days off immediately following the sixth [6th] shift.
- h) The Employer shall endeavour to schedule full-time Employees such that there is a minimum of two [2] consecutive days off between scheduled shifts.
- i) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for hours worked at straight time.

13.03 Rest periods of fifteen [15] minutes duration, with pay, will be provided for an employee in each four [4] hours he is required to work.

13.04 If employees are requested to work beyond their regular shifts by their supervisors, they will co-operate.

13.05

- a) Overtime will be paid for all hours worked over seven and one-half [7 ½] hours in a shift, or over 75 hours in a pay period, at the rate of time and one-half the employee's regular rate of pay provided the employee has received prior approval by the supervisor or the General Manager. At the discretion of the Nursing supervisor, employees will be required to have an unpaid reporting time of up to ten [10] minutes each shift. This time will not be used for any overtime calculations. An employee will not be required to lay off during regular hours to equalize any overtime worked.
- b) Call-in shall be distributed to full-time employees on the availability list, working less than seventy-five [75] hours biweekly first, up to a maximum of seventy-five [75] hours biweekly.
 - i. Then, call-in shall be distributed to part-time employees on the availability list, in an even manner, on a rotating basis.
 - ii. Then, call-in shall be distributed to unscheduled part-time employees on the availability list, in an even manner, on a rotating basis.
 - iii. Employees on the call-in list shall be called in order of seniority beginning with the most senior employee, until the vacancy is filled.

13.06 Shift Premium

A shift premium of thirty [.30¢] cents per hour shall apply to all hours where the majority of the hours worked fall between 15:30 and 07:30 hours.

Weekend Premium of twenty [20¢] cents per hour for day shift will commence 30 days following ratification.

Effective November 17, 2023, increase the shift premium from thirty [.30¢] cents to thirty-five [.35¢] cents per hour.

Effective November 17, 2023, increase the weekend premium from twenty [20¢] cents to twenty-five [25¢] per hour.

- 13.07 When an employee reports for work at the assigned starting time without being told in advance by the Residence not to report at such time, then the employee shall receive work or if no work is available pay in lieu of work for four [4] hours or the number of hours scheduled if less than four [4] hours. This obligation on the part of the Employer shall cease if no work can be provided due to circumstances beyond the control of the Home or failure on the part of the employee to keep the Home informed of their current address and telephone number.
- 13.08 In the event the Employer requires an employee who has worked a minimum of 7.5 hours to remain at work for another 4 hours, the Employer will provide the employee with a meal.

ARTICLE 14 - VACATIONS

14.01 Full-time employees will be granted vacations with pay in accordance with the following:

- a) Employees shall not waive vacation and draw double time.
- b) Less than one [1] year of continuous service - in accordance with the *Employment Standards Act of Ontario*;
- c) One [1] year of continuous service - two [2] weeks;
- d) Five [5] years of continuous service - three [3] weeks;
- e) Eight [8] years of continuous service - four [4] weeks;
- f) Fourteen [14] years of continuous service - five [5] weeks.
- g) Twenty (20) years of continuous service - six (6) weeks.
- h) Pay for a full time employee's vacation shall be at the rate of two [2%] of total earnings during the previous vacation year for each week of vacation.

14.02 Part time employees will be granted vacations with pay in accordance to the following:

0 hours to less than 1800 hours worked	4% of gross earnings for the previous vacation year
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1800 hrs to less than 9000 hours worked	2 calendar weeks vacation with pay at 4% of gross earnings for the previous vacation year
9000 hrs to less than 14400 hours worked	3 calendar weeks vacation with pay at 6% of gross earnings for the previous vacation year
14400 hrs to less than 25200 hours worked	4 calendar weeks' vacation pay at 8% of gross earnings
25200 hrs to less than 36000 hours worked	5 calendar weeks vacation pay at 10% of gross earnings
36000 hours or more	6 calendar weeks vacation pay at 12% of gross earnings

14.03 It is agreed and understood that a vacation year shall be from May 1st in any year to April 30th of the next year.

14.04 An employee can carry forward one week vacation from one year to the next once they have completed ten years of service. Special circumstances will be considered for all other requests and at the Employer's discretion. Such requests shall not be unreasonably denied.

14.05 A vacation list request shall be posted by March 1st of each year. Employees shall have until April 1st to make their vacation request. The approved vacation schedule shall be posted by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Residence.

For vacation requested in prime time (May 15 – September 15) of each year, a completed work schedule shall be posted by May 1st indicating vacation time and scheduled work days. This schedule shall not be changed unless mutually agreed to by the employee and the Residence.

The choice of vacation time shall be in accordance with seniority within each classification and employees shall be entitled to receive their vacation in maximum periods of two weeks consecutively, [provided that they have completed two years of service with the Employer and with regards to the efficiency of operations] unless otherwise mutually agreed upon between the employee concerned and the Residence.

14.06 An employee who leaves the employ of the Residence shall be paid the vacation allowance provided in the *Employment Standards Act*.

ARTICLE 15 - PAID HOLIDAYS

15.01 The Employer recognizes the following as paid holidays for all employees within the bargaining unit:

New Years Day	Good Friday	Victoria Day
Canada Day (July 1)	Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	Family Day	

15.02 For any of the above-mentioned paid holidays, an employee shall receive remuneration that is equal to the employee's pay for a regular workday. An employee required to work on any such holiday shall, in addition to the employee's regular pay for the holiday, be paid at the rate of time and one-half [1 1/2] for each hour so worked. The Residence may, if an employee requests within forty-five [45] days, substitute another working day for the holiday.

15.03 Effective January 1, 2011, the float day, identified as the "Anniversary Day" shall be reckoned a float day. Employees with one [1] year of service shall be entitled to a day off with pay.

Float days may not be carried over year to year and will be paid out the last full pay period of December. Requests for float days must be submitted two [2] weeks in advance of the posted schedule and shall be granted subject to operational requirements.

15.04 If a paid holiday is observed on an employee's scheduled day off and the employee does not work on that day, the employee at their option may receive pay for the day or within the succeeding forty-five [45] day period, another day off with pay at a mutually agreeable time.

15.05 In order to qualify for any of the above mentioned holidays, an employee must have worked on their last scheduled work day immediately preceding, and work the scheduled work day immediately following the holiday, unless absence is due to an authorized leave of absence for which the employee is entitled to remuneration at their regular rate of pay.

15.06 In order to qualify for any of the above holidays, part-time employees must meet the criteria as outlined in the *Employment Standards Act*.

15.07 If a paid holiday is observed during an employee's vacation period the employee shall receive an additional day off with pay.

ARTICLE 16 - CLASSIFICATION AND WAGES

16.01 The Residence will classify employees and will pay hourly rates in accordance with Schedule A.

16.02 Wage Progression

a) Full-time employees

Individual salary increases resulting from seniority levels shall be implemented at the commencement of the pay nearest the applicable date of employment. The anniversary date shall be adjusted forward if necessary to account for leaves of absence as specified in Article 11 under which seniority accumulation is suspended.

b) Part-time employees

Upon completion of the probationary period part-time employees shall progress through the salary scale on the basis of 1800 hours worked equals one year of service.

16.03 Employees will be paid on a bi-weekly basis. The normal pay day shall be Friday. However, should a paid holiday fall on the pay day, pay day will be advanced by one [1] day.

16.04 When an employee is assigned to work in a higher paying classification they shall receive the rate of pay immediately above their own in the higher classification.

16.05 When an employee is assigned to work in a lower paying classification, the employee shall maintain their regular rate of pay.

ARTICLE 17 - INCOME PROTECTION IN CASE OF ILLNESS

17.01 Income protection is for the sole purpose of protecting employees against loss of income for legitimate illness.

1. All full-time employees who have completed their probation will begin to accumulate sick leave credits at the rate of 7.5 hours [1 credit] for each period of 146.5 hours worked to a maximum of 270 hours [36 credits]. Provided credits are available, employees will be eligible to claim one hundred percent [100%] of scheduled lost time due to illness.
2. For the fourth and succeeding illness in any calendar year, payment will not be made for the first day of illness.

17.04 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.

17.05 An employee who is injured and receiving payments from the Workplace Accident Insurance Plan will not be paid for illness by the Residence.

- 17.06 An employee shall notify the Residence 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.
- 17.07 An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three 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.
- 17.08 **For full-time employees only:** In the event of the death of an employee who has four [4] or more years seniority, the value of fifty percent [50%] of accrued sick leave credits shall be paid to the employee's designated beneficiary. If there is no designated beneficiary, payment shall be made to the employee's estate. On retirement, an employee having accrued sick leave to their credit shall receive an amount in lieu thereof equal to fifty percent [50%] of such credit at the rate of pay effective immediately prior to retirement.

17.09 Self Isolation Leave

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 18 - EMPLOYEE BENEFITS

- 18.01 The following benefits will be available to all full-time employees who have completed their probationary period:
- a) The Residence agrees to pay one hundred [100%] percent of the billed premium rate for the Ontario Health Insurance Plan;
 - b) The Residence agrees to pay one hundred [100%] percent of the billed premium rate for the following:
 - i. Life Insurance - 1 X annual salary, with AD&D, spousal coverage at \$2000 and dependent coverage at \$1000
 - ii. Extended Health - Prescription Drugs (no deductible)
 - Vision Care - Effective May 8, 2017, vision coverage shall increase to \$250.00 every 24 months.
 - Effective November 17, 2023, vision coverage shall increase to \$325.00 every 24 months.
- 18.02 It is understood that the Employer may at any time, substitute another Carrier for any Plan (other than OHIP) provided the benefits conferred thereby are not in total decreased.

Before making a substitution, the Employer shall notify the Union to explain the proposed changes. Upon request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

18.03 A part-time employee upon completion of their probationary period, shall receive in lieu of all fringe benefits, an amount equal to seven and one-half [7.5%] percent of their straight time hourly rate for all hours worked. Effective November 17, 2013, increase the in-lieu to 8.5%.

18.04 Pension Plan

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

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

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

- i. the straight time component of hours worked on a holiday;
- ii. holiday pay, for the hours not worked; and
- iii. vacation pay.

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

"Eligible Employees" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five [975] hours of service.

- b) Each eligible employee covered by the Collective Agreement shall contribute for each pay period an amount equal to three percent [3%] of applicable wages to the Plan. The Employer will match three percent [3%].
- c) The employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty [30] days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledges and agrees 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 the increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

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

For further specific, the items required for each eligible employee by Article 18.04 e) 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 provided to the Home
Termination date where applicable (MMDDYY)

- iv. To be provided once if they are readily available:

Gender
Marital Status

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

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

ARTICLE 19 - UNIFORM ALLOWANCE

19.01 each year, the Employer will provide uniforms to each employee as follows:

Full-time employees will receive five [5] Uniform pieces of their choice per calendar year.

Part-time employees will receive three [3] Uniform pieces of their choice per calendar year.

Any unscheduled part-time/casual employees will receive one [1] Uniform per calendar year.

ARTICLE 20 - JOB POSTING

20.01 When a vacancy occurs which the Employer determines to fill or a new job is created which comes within the scope of the Collective Agreement such vacancy or new job shall be posted on a bulletin board accessible to all employees for a period of five [5] working days during which time employees will have the opportunity to apply and be considered. The most senior applicant able to meet the normal requirements of the job shall be awarded the job.

20.02

a) The successful applicant shall be notified within one [1] week following the end of the posting period. The employee shall be given a trial period of forty-five [45] working days during which time they shall receive the necessary orientation for the position. Such trial promotion or transfer shall become permanent upon completion of the trial period unless the employee feels that they are not suitable for the position and wishes to return to their former position during the trial period or the Employer feels that the employee is not suitable for the position and requires that the employee return to their former position during the trial period.

b) The employee will return 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.

20.03 The Employer will post the name of the successful applicant to a permanent vacancy in the Bargaining Unit within ten [10] days of the position being posted. The successful applicant will fill the vacancy within ten [10] calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

20.04 In the event of a temporary illness or compensable injury that is expected to exceed six [6] weeks in duration, which the Employer determines to fill, the Residence will post the temporary vacancy in accordance with Article 19. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from their absence, the employee shall have the right to return to their former position. The Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period.

20.05 Employees may be hired for a specific term not to exceed six [6] months, to replace an employee who will be on approved leave of absence, absence due to an occupational injury or illness, sick leave, long term disability, vacation, or to perform a special non-recurring task.

This term may be extended a further six months upon mutual agreement of the Union, the employee and the Residence. The period of employment of such persons will not exceed the absentee's leave. The temporary employee shall be entitled to all rights and benefits under the Collective Agreement except that the release or discharge of such employee shall not be the subject of a grievance or arbitration process.

The temporary employee shall not accumulate seniority however, it is understood that this clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

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

20.06 Information in Postings

The job posting notice shall contain the following information:

- Nature of the position
- Qualifications
- Shift
- Wage or salary rate or range

ARTICLE 21 - HEALTH & SAFETY

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Residence in order to prevent accidents, injury and illness.
- b) Management agrees to form a Joint Health & Safety Committee in accordance with existing Health and Safety legislation in the Province of Ontario. The Employer agrees to accept as a member of its Accident Prevention-Health and Safety Committee at least one representative elected or appointed by the Union from amongst bargaining unit employees.

- c) Such Committee shall identify employee related 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.
- d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every third month in accordance with the Health and Safety guidelines, or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review prior to the next scheduled meeting.

A quorum for the carrying out of business shall be 50% each from the management and worker groups.

- f) All members of the JHSC shall receive training and education to ensure a basic understanding of health and safety issues and Committee functions. Such training will be mutually agreed upon by both parties and shall not be unreasonably withheld. This training shall be undertaken prior to acting on the committee, or shortly thereafter, as determined by the JHSC. A yearly upgrading on health and safety issues should be provided for all JHSC members.
- g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- h) Any representative appointed or selected in accordance with [B] hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one 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 time so spent attending such meetings shall be deemed to be work time for which the representative[s] shall be paid by the Residence at his/her regular or premium rate as may be applicable. Notice of such time off shall be submitted in writing to the immediate supervisor, ten [10] working days in advance, unless not reasonably possible to do so. The requested time off will not be unreasonably withheld.

ARTICLE 22 - RETROACTIVITY

- 22.01 Unless specifically set-out otherwise, all wage increases and increments shall be effective upon ratification. Retroactive payment, if any, shall be paid to all employees, actively employed as a of date of ratification within 4 full pay periods following receipt of notification of ratification.

ARTICLE 23 - MISCELLANEOUS

23.01 Any letter of reprimand, suspension will be removed from the record of an employee twelve [12] months following receipt of such letter, suspension or report, provided that the employee's record has been discipline free for such eighteen [18] month period.

Notwithstanding the foregoing, where the employee has been disciplined for resident abuse, or any third party interface, the discipline will remain and not be removed from the employees file for a period of twenty-four [24] months.

23.02 An employee shall have the right to have access to his/her personnel record at a mutually agreed upon time.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to copies of any material contained in his/her personnel record.

23.03 Injury Pay

An employee who is injured during working hours and is required to leave work for treatment or is sent home for such injury shall receive payment for the remainder of the shift at her/his regular rate of pay without deduction from their sick leave credits.

ARTICLE 24 - JOB DESCRIPTIONS

24.01 Job descriptions shall be made available for all positions for which the Union is Bargaining Agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

The Employer shall prepare the job descriptions and determine the duties and the normal requirements of the job. New job descriptions shall be prepared whenever a new job is created or when the duties and or normal requirements are no longer the same. The rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job description in question, such dispute shall be submitted to the grievance/arbitration procedure, starting at Step 2 as hereinbefore provided.

Copies of the job descriptions shall be given to the Union President or designate for all positions for which the Union is the Bargaining Agent annually. The Employer will ensure all job descriptions are kept up to date and reflect all revisions to duties.

ARTICLE 25 - DURATION

26.01 This Agreement, which supersedes any previous Agreements, written, expressed or implied, shall continue in effect from and including the 1st day of April 2018 to and including the 31st day of March 2021. Notice of termination or amendment may only be given during a period of ninety [90] days preceding March 31st, 2021. If no such notice is given, this Agreement shall carry on from year to year.

ARTICLE 27 - CHANGES IN AGREEMENT

27.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement in accordance with Section 52, sub-section 5 of *The Labour Relations Act*.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HAND AND SEALS TO THIS AGREEMENT.

Dated at Sudbury, Ontario this 9th day of April 20 24

FOR THE RESIDENCE

FOR THE UNION

M. Skipperley

[Signature]

APPENDIX A - WAGE GRID AND CLASSIFICATIONS

Classifications	Steps	01 Apr 21	01 Apr 22	17 Nov 23
Guest Attendants	Probation	\$15.20	\$15.66	\$16.41
	3 Months	\$15.63	\$16.10	\$16.85
	1 Year	\$16.07	\$16.55	\$17.30
	2 Year	\$16.52	\$17.02	\$17.77
	3 Year	\$16.92	\$17.43	\$18.18
Dietary Aide	Probation	\$15.20	\$15.66	
	3 Months	\$15.63	\$16.10	
	1 Year	\$16.07	\$16.55	
	2 Year	\$16.52	\$17.02	
	3 Year	\$16.92	\$17.43	
Prep Cook	Probation	\$17.34	\$17.86	
	3 Months	\$17.81	\$18.34	
	1 Year	\$18.21	\$18.76	
	2 Year	\$18.67	\$19.23	
	3 Year	\$19.08	\$19.65	
Cook	Probation	\$19.48	\$20.06	
	3 Months	\$20.12	\$20.72	
	1 Year	\$20.59	\$21.21	
	2 Year	\$21.02	\$21.65	
	3 Year	\$21.48	\$22.12	