

# **Collective Agreement**

~between~

**Hampton Terrace Care Centre**



~and~

**The Canadian Union of Public Employees  
And it's Local 5173**

***CUPE***

**Term: January 1, 2024 to December 31, 2025**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

**1.01** WHEREAS the right of the resident to receive uninterrupted skilful and efficient care cannot be questioned and it is the responsibility of the Employer to ensure efficient operation and to therefore require the complete co-operation of its employees:

AND WHEREAS it is important that harmonious relations be continued between the Employer and its employees, the parties hereto are entering a Collective Agreement as set out hereafter for the purpose of providing an orderly arrangement for the handling of any grievance which may properly arise, and to set forth those wages and working conditions which have been mutually agreed upon.

## **ARTICLE 2 - RECOGNITION**

**2.01** The Employer agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of Unger Nursing Homes Ltd. o/a Hampton Terrace Care Centre in the City of Burlington save and except supervisors, persons above the rank of supervisor, office manager and registered nurses.

**2.02** The Employer agrees that it will not assign work normally performed by employees in the bargaining unit to persons outside of the bargaining unit if such an assignment would result in the layoff of a bargaining unit employee unless the position requires a higher level of education/expertise.

**2.03** No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

### **2.04 DEFINITIONS OF EMPLOYEES**

For the purposes of this Agreement, "employees" shall be members of the bargaining units defined herein.

a) **Full-time Employees**

Those employees who are regularly scheduled to work more than twenty-four (24) hours per week.

b) **Regularly Scheduled Part-time Employees**

Those employees shall mean employees who are regularly scheduled to work less than twenty-four (24) hours per week, and who may be called into work due to the absence of a regular employee.

c) **Part-Time Call in Employees**

Those employees shall mean an employee who does not have regularly scheduled shifts but who is called in to work due to the absence of a regular employee.

- 2.05** Nothing in this Agreement shall prevent the Employer from placing practicum students in any part of its facility providing such students are in addition to regular staff and the use thereof is not the cause of a reduction in working hours or layoffs of any member of the bargaining unit.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01** The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matters of race, creed, colour, sex, age, national origin, political or religious affiliation or marital status, place of residence, nor by reason of their membership or activity or lack of membership or activity in the Union or for any other reason. The parties agree to abide by the *Ontario Human Rights Code*.
- 3.02** The Union or its members will not engage in Union activities or hold meetings at any time on the premises of the Employer without the permission of the Administrator.
- 3.03** Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

### **ARTICLE 4 - UNION SECURITY**

- 4.01** The Employer shall deduct from every employee any dues, initiations, or assessments as are uniformly levied, in accordance with the Union Constitution and/or bylaws and owing by them to the Union. The Union agrees to advise the Employer in writing of the amount of the deductions to be made and the amount so indicated shall continue to be deducted until changed by further written notice to the Employer.
- 4.02** Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union no later than the 23<sup>rd</sup> day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.
- 4.03** The Union agrees to indemnify and save the Employer harmless with respect to any claim made against the Employer by any employee or any group of employees for amounts deducted from pay as provided in Article 4.01 and from any action taken by the Employer at the request of the Union.
- 4.04** The Employer will furnish the Union with a monthly list of those employees newly hired.
- 4.05** The Employer will provide every employee with T4 slips showing the annual union dues paid by that employee for the previous year.
- 4.06** The Union shall have the privilege of posting Union Notices on the staff bulletin board of

the Employer. Such notices must have prior approval of the Administrator before being posted.

- 4.07** The cost of printing the Collective Agreement shall be shared by the parties, each paying one-half (1/2) the cost thereof.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01** Except as specifically abridged, delegated, granted, or modified by this Agreement, all the rights, powers and authority which the Employer had prior to the execution of this Agreement, are retained by the management, and remain exclusively and without limitation within the rights of management.

- 5.02** Without limiting the generality of the foregoing, management's rights shall include:

- a) The direction of the working forces, the right to plan, direct and control the operation of the Home, the right to introduce new and improved therapeutic methods and facilities, equipment, the amount of supervision necessary, combining or splitting up the departments, work schedules, establishment of standards of care and quality and the determination of the extent to which the Home will be operated.
- b) The sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools, and the introduction of new equipment and methods, shall be vested in the Home.

- 5.03** In addition, management's rights shall include:

- a) The right to maintain order, discipline, and efficiency, and in connection therewith, to make, alter and enforce from time to time, rules and regulations, policies, and practices to be observed by its Employees, and the right to discipline or discharge Employees for just cause.
- b) The right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, layoff, recall, and suspend employees.

## **ARTICLE 6 - NO STRIKES, NO LOCKOUTS**

- 6.01** There shall be no strikes or lockouts as long as this Agreement continues to operate.

## **ARTICLE 7 - CORRESPONDENCE**

- 7.01** All correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Home or their

designate and the President and Secretary of the Union. Correspondence shall be placed in a mail slot, on the Employer's premises provided by the Employer.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01** The Employer agrees to recognize the following representatives of the Union.
- a) All elected officers including Local Union President, Vice-President, Recording Secretary, Secretary-Treasurer
  - b) Three (3) Stewards
  - c) A Negotiating Committee of not more than three (3) employees, one (1) being the Local Union President
  - d) Canadian Union of Public Employees National Servicing Representative.
- 8.02** The Union shall notify the Employer in writing of the names of the Stewards and the Department each represents, and of any changes to personnel of the Stewards before the Employer shall recognize them.
- 8.03** The Union shall have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer, subject to the other provisions of the Agreement.
- 8.04** Meetings between management and Union committees outlined in this Collective Agreement during their normal working hours will not cause a loss of wages to employees.
- 8.05** Employees who are members of the Negotiating Committee will be permitted to attend, without loss of pay, meetings with the Employer's Negotiating Committee for renewal of this Agreement. Such compensation is to be only for negotiations during that period leading up to but not including meetings at arbitration.

### **8.06 UNION REPRESENTATION**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **8.07 UNION/MANAGEMENT COMMITTEE**

A Union/Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committees shall enjoy the full

support of both parties in the interests of improved service to the public, and job security for the employees.

The Employer and the Union shall meet to discuss labour and management relations at mutual convenience when the occasion arises. Representation of each side shall not exceed three (3) in number.

At the time of requesting such meeting, the party making the request shall furnish the other party with a written agenda of the matters it wishes to discuss. The purpose of such meeting shall be to discuss matters of mutual interest and such meetings shall not be used to negotiate matters properly the subject of collective bargaining negotiations.

### **Function of Committee**

The Committee shall concern itself with the following general matters:

1. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
2. Improving and extending services to the public.
3. Promoting safety and sanitary practices.
4. Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
5. Correcting conditions causing grievances and misunderstandings.

## **8.08 CHAIRPERSON OF THE MEETING**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

## **8.09 MINUTES OF MEETING**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting. Preparation of copies will alternate from meeting to meeting between the Union and the Employer.

## **8.10 JURISDICTION OF COMMITTEE**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

### **8.11 ACCESS TO WORK SITE**

Union Meetings – The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union. Except during a facility outbreak, or as contradicted by Public Health guidelines at the discretion of the Administrator.

## **ARTICLE 9 - SENIORITY**

**9.01** Service with the Employer is determined by date of hire. For full-time employees and part-time employees, seniority shall be calculated on the basis of all hours paid not to exceed 1950 hours per year. It is agreed that for a full-time employee seniority will continue to accrue for an unpaid leave of absence of up to thirty (30) days.

Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs and recalls when the employee concerned has the required ability, experience and qualifications for the job. Seniority shall operate on a bargaining unit wide basis.

**9.02** All employees shall be considered probationary until three hundred and seventy-five (375) hours worked. Such three hundred and seventy-five (375) hours worked probationary period may be extended by mutual agreement.

- 9.03**
1. The Employer shall maintain a seniority list. This shall be posted on the Union bulletin board in April and October of each year at which times employees shall have thirty (30) days within which to question their seniority standing. However, an employee who is absent when the list is so posted shall have thirty (30) days from the date of their return to work to challenge the seniority list and if they fail to do so, the seniority list as posted shall be deemed to be correct.
  2. All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

### **9.04 LOSS OF SENIORITY**

An employee shall not lose existing seniority if they are absent from work because of sickness, disability, accident, or layoff of less than eighteen (18) months. An employee shall lose their seniority and cease to be employed by the Employer when they:

- a) Voluntarily resigns from their employment;

- b) In the case of a non-probationary employee, are discharged for just cause and such discharge is not reversed through the grievance/arbitration procedure established in the Agreement;
- c) Are absent from work due to layoff for a continuous period of more than eighteen (18) months;
- d) Fail to return to work within seven (7) calendar days after being recalled from a layoff through registered mail. It shall be the responsibility of a laid off employee to keep the Employer informed of their current address.

**9.05** The Employer will notify the employee of their loss of seniority by registered mail with a copy to the Union.

- a) No bargaining unit employee will lose their job or suffer a reduction in their normal hours of work as the result of contracting out.

## **ARTICLE 10 - PROMOTIONS AND STAFF CHANGES**

**10.01** When vacancies of two (2) months or longer occur or new positions are created in any department, notice thereof shall be posted on the main bulletin board for a period of one (1) week prior to the filling of that vacancy. During such period, the Employer may temporarily assign an employee to fill the vacancy in order of seniority and care needs of the residents. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, day, evening or night shift, wage, or salary rate.

The name of the successful applicant shall be posted on the staff bulletin board for a period of seven (7) working days with a copy to the Union Office.

**10.02** The Employer agrees that in filling permanent vacancies and new positions in the bargaining unit, the senior employee having the skill, qualification, and ability to perform the work in question shall be awarded the job. The Employer will post the name of the successful applicant, if any, within seven (7) working days (exclusive of Saturdays, Sundays, or statutory holidays) after the end of the one (1) week posting period.

**10.03** In the event that there are no suitable applicants for a job vacancy from the Employer's employees, the Employer shall have the right to hire new employees to fill the vacancy.

**10.04** Employees promoted or awarded new positions shall be given a trial period of twenty (20) working days in which to qualify, and if they fail to do so, or wish to return to work, shall be returned to their former positions without loss of seniority or wages.

Employees which do qualify, after the twenty (20) day trial period, in promoted or in the awarded new position will be required to stay in that position for a minimum 6-month period. If the promotion or awarded new position is removed from the workplace the

employee will return to their former position without penalty, loss of seniority or wages. If the former position no longer exists, the employee will go to a position, according to their seniority, which they have the minimum or superior qualifications to fulfil.

**10.05** Where the Union requests in writing information regarding a particular change in an employee's status, the Employer shall furnish such information.

**10.06** The Union shall be notified in writing of all discharges for just cause of seniority employees.

### **10.07 LAYOFFS AND RECALLS**

In the event of a layoff, the Employer shall pay its share of benefit premiums for the duration of the notice period.

A layoff is defined as an elimination of a position or a reduction in full-time hours.

In the event of a proposed layoff of a position within the bargaining unit, the Employer shall:

- a) provide the Union with no less than six (6) weeks written notice of the proposed layoff or elimination of a position.
- b) If six (6) weeks' notice is not given the Employer will pay notice in lieu thereof.

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

The Employer will meet with the Union to discuss the layoffs.

**10.08** In the event of layoff, employees shall be laid off in reverse order of seniority, provided that those employees retained at work by reason of seniority have the skill and qualifications required to perform the work. Employees shall be recalled in order of their seniority, provided they have the skill and qualifications to do the work required.

No new employees will be hired for a position while there are employees on layoff with seniority who have the skill and qualifications to do the work required by the position.

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

- a) accept the layoff, or
- b) opt to retire, if eligible under the terms of the pension plan, or

- c) displace another employee who has lesser bargaining unit seniority in an identical classification or another classification for which the employee has suitable qualifications, skill and experience and can perform the duties of the classification, without requiring training. The employee must declare in writing to the Administrator their intentions within three (3) days of being notified of the layoff.
- d) An employee who chooses to exercise the right to displace another employee with lesser seniority, shall advise the Administrator of their intent to bump in writing within three (3) days after receiving the Notice of Layoff.
- e) An employee who is in receipt of layoff notice and is not in the workplace due to WSIB, Pregnancy or Parental leave, or an approved leave of absence, shall exercise their rights to displace another less senior employee by providing the employer three (3) weeks written notice prior to their return to work.
- f) The Employer shall pay its share of benefit premiums for the duration of the notice period.

Any dispute relating to the foregoing procedure may be filed as a grievance commencing at the written stage of the grievance procedure.

- 10.09**
- a) A thirty (30) day trial period exist for employees who have bumped into a position. If the employee is unsuccessful in the bumped position, then the employee can choose to exercise their right in regard to layoff as set out in this Collective Agreement.
  - b) An employee recalled to work in a different classification from which they were laid off, shall have the privilege of returning to the position they held prior to the layoff should it become vacant.
  - c) Employees who have been laid off as defined in Article 11 shall have the right to apply for job postings in accordance with Article 10 and shall be considered an internal candidate
  - d) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision or have been found unable to perform the work available.
  - e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on the record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer and, through written notification, of their availability for recall to work.

**10.10** When a new classification (which is covered by the terms of this Collective

Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request, in writing, a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. A request must be made within ten (10) working days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within twenty (20) working days of such meeting. The decision of the Board of Arbitration, or Arbitrator as the case may be, shall be based upon a comparison with the rates for other classifications within the Home having regard to the nature of the work and requirements of such classification.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.01 FORMAL COMPLAINT**

A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement.

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 first given their supervisor the opportunity of adjusting the complaint. At this point the employee shall arrange for the presence of their steward if requested by the employee.

An employee who believes they have a complaint or a difference of a grievable nature shall first discuss the complaint or difference with their supervisor and provide a formal complaint in writing on appropriate forms within five (5) working days of the date the facts giving rise to the complaint or difference came to their attention or should have come to their attention. The supervisor will provide a written reply to the complaint within five (5) working days. If any such complaint or difference is not settled by the supervisor within five (5) working days of such discussion and the employee wishes to proceed with a grievance, then a grievance shall be filed in accordance with Article 11.03.

**11.02** A claim by an employee that they have been unjustly disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator or designate. Discharge or suspension shall be dealt with at the written stage of the grievance procedure.

### **11.03 WRITTEN GRIEVANCE**

Within seven (7) working days following the decision under the Formal Complaint the Union may submit the written grievance to the Administrator or Designate.

The Administrator or designate shall schedule a meeting with the Vice President or designate within seven (7) working days of receipt of the grievance to hear the grievance. The Grievor, the CUPE National Representative, and the President shall have the right to attend all grievance meetings.

The decision of the Administrator or their designate shall be given to the Union, in writing, within ten (10) working days following this meeting.

Should the Administrator or their designate fail to render their decision as required or failing settlement, the grievance may be referred to Arbitration within thirty (30) working days of receipt of the Administrator or their designate's decision in accordance with Article 13.

Working days, in this context, do not include Saturdays, Sundays and Statutory Holidays.

**11.04** At any stage of the grievance procedure, the grievor may attend when their presence is requested by either party or in the event that the grievor makes such a request.

#### **11.05 MEDIATION**

Either party may propose the assistance of a Grievance Mediation Officer. The cost of the services of a Mediation Officer shall be jointly shared by both parties.

If no settlement is reached in mediation the time limits to apply for arbitration will commence the day after the mediation meeting.

**11.06** Should a difference arise between the Employer and the Union regarding the general application, interpretation, or alleged violation of this Agreement, it shall be taken up at the Written Grievance stage of the Grievance Procedure outlined above. If no satisfactory settlement is reached, either party may file a request for Arbitration, in the manner outlined in Article 12 hereof.

**11.07** Replies to grievances shall be in writing at all stages.

**11.08** The Employer shall supply the necessary facilities for the grievance meetings.

**11.09** A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the matter of a complaint or grievance by the same employee under the same given circumstances.

**11.10** A claim by a seniority employee that they have been discharged without just cause shall be treated as a grievance and shall commence at the Written Grievance Stage of the Grievance Procedure.

**11.11** Time limits fixed in the Grievance Procedure may be extended by mutual consent.

**11.12** At any point in the grievance procedure the CUPE National Representative can be in attendance.

**11.13 ARBITRATION**

- a) Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to Arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- b) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain a formal statement of the subject of the grievance and the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) working days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavor within ten (10) working days after appointment of the second of them to agree upon a third person as Chairperson within ten (10) working days after the appointment of the second of them, then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint the third member and Chairperson of the Board of Arbitration.
- c) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- d) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one half (1/2) of the expenses and fees of the Chairperson.
- e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify, or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.
- f) All agreements reached under the Grievance and Arbitration procedures between the Employer and its representatives, and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- g) At any stage of the grievance procedure, including Arbitration the parties may have the assistance of the employee or employees concerned as a witness.
- h) No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the grievance procedure, unless by mutual

agreement.

## **ARTICLE 12 - DISCHARGE AND DISCIPLINE**

**12.01** Each employee shall be provided with reasonable access to their personnel file, upon 7 days' notice, only to be utilized twice per year, on their own time during regular business hours Monday to Friday, in the presence of a supervisor, for the purpose of reviewing any evaluation or formal disciplinary notation contained therein. An employee has the right to request copies of any material contained in their personnel record. Such costs of photocopying over five (5) pages will be at a cost of twenty cents (\$0.20) per page. Such employee may be accompanied by a Union Representative if they so request.

### **12.02 CLEARING THE FILE**

The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

### **12.03 LETTERS OF REPRIMAND**

Letters of reprimand are to be removed from an employee's records after one and a half (1-1/2) years from the date of reprimand.

### **12.04 DISCIPLINE NOTICES**

Whenever the Employer or its authorized agent deem it necessary to discipline an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

### **12.05 DISCHARGE PROCEDURE**

When an employee who has completed their probationary period is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

## **ARTICLE 13 - HOURS OF WORK AND SHIFTS**

**13.01** a) The night shift will be the first shift of the day and will have the majority of hours fall between 11:00 p.m. and 7:00 a.m.

b) The day shift will have the majority of the hours fall between 7:00 a.m. and 3:00 p.m.

- c) The afternoon shift will have the majority of the hours fall between 3:00 p.m. and 11:00 p.m.
- d) No shift will be less than four (4) hours duration.

The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The Employer reserves the right to change an employee's schedule as may be dictated by the needs of its operations, its staffing requirements or its residents, full-time and part-time work schedules on a four (4) week basis. The Employer will endeavour to provide at least one (1) week notice of any changes to scheduled work.

There shall be no scheduled split shifts.

### **13.02 REST BREAKS**

- a) Employees working four (4) hours but less than five (5) hours per shift will be entitled to a paid fifteen (15) minute break.
- b) Employees that work five (5) hours or more, but less than seven (7) hours, will receive a paid fifteen (15) minute break and an unpaid thirty (30) minute lunch break.
- c) Employees that work more than seven (7) hours per shift will receive two (2) paid fifteen-minute breaks, one in each half of the shift, and one unpaid thirty (30) minute lunch break.

Employees shall be allowed to take their full break uninterrupted except in the case of emergency.

### **13.03 OVERTIME DEFINED**

All time worked outside the normal workday, the normal work week, or on a holiday shall be considered as overtime.

#### **Overtime Rates**

Overtime rates shall apply for work as follows:

- a) **On a regular workday**  
Time and one-half after seven and a half (7 ½) hours in any one day of shift.
- b) **On regularly scheduled days off**  
Time and one-half for all time in excess of seventy-five (75) hours, exclusive of lunch periods, in a two (2) week pay period.

- c) **On a holiday when the employee was scheduled to work**  
Time and one-half in addition to holiday pay.

**No Lay Off to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

**13.04 OVERTIME**

Employees shall receive overtime rates for all time in excess of seven and one half (7½) hours per day, exclusive of lunch periods, and for all time in excess of seventy-five (75) hours, exclusive of lunch periods, in a two (2) week pay period.

Employees shall be offered overtime, by seniority, first to full-time staff and if overtime cannot be fulfilled by the full-time staff, the remaining overtime will be offered to the part-time staff by seniority.

- 13.05** All work performed in excess of seven and one half (7½) hours on any workday and/or seventy-five (75) hours in a two-week period, shall be paid at the rate of time and one half (1½). All overtime must be authorized by the Department Supervisor or Administrator. Employee shift exchanges may not result in overtime entitlement.

- 13.06** Overtime premium will not be duplicated nor pyramided, nor shall other premiums be duplicated or pyramided, nor shall same hours worked be counted as part of the normal work week and as hours for which the overtime premium is paid.

- 13.07** In cases of absence due to illness/injury in excess of one (1) week, the employee must inform the Employer twenty-four (24) hours in advance of their scheduled shift that they will return to work.

If an employee is unable to work, they shall give the Employer a minimum of eight (8) hours notice, except in an emergency situation. In case notice is not given in the required time, the employee may lose their eligibility for the first sick day as outlined in Article 16. If an employee recovers from their illness and can report for work, they shall be allowed to report, providing they inform the Employer at least eight (8) hours prior to the time they are scheduled to report.

If an employee is called in to replace an employee who did not report for work, they shall be paid for the entire shift even if they cannot report at the proper starting time due to late notification, and they report within the first hour of the shift.

- 13.08** The Employer shall provide a meal based on the daily menu, for an employee working three (3) consecutive hours of overtime that was not prescheduled.

### **13.09 CALL-IN PROCEDURE**

"Call-In" shall mean the calling into work at the Employer's request of an employee on a scheduled day off as per the posted schedule.

Employees are to be called in order of seniority beginning with the most senior Part-Time employee who has not yet reached and is not scheduled to reach 75 hours in that pay period, on a rotating basis.

If after contacting all qualified Part-Time employees there is still no one available, the shift may be offered to Full-Time employees, at overtime rates, beginning with the most senior employee.

Casual employees must work at least (1) scheduled shift per month if offered within their availability or shall be deemed to be terminated from employment.

### **13.10 ORIENTATION SHIFTS**

All newly hired staff will receive orientation shifts on all applicable shifts.

The Employer agrees that an official of the Local will be given the opportunity to interview each newly hired employee for the purpose of advising such employee of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises, in a location designated by the Employer. This interview shall occur during the first two (2) weeks of employment and shall not exceed fifteen (15) minutes.

- 13.11** Employee requests for change in the posted schedules may be made in writing provided they are co-signed by the employee willing to exchange days off. However, such requests if granted, shall not result in overtime compensation, any incurred costs by the Employer or payment to any of the employees affected nor will such voluntary changes serve to increase an employee's hours for the purpose of Article 13.

### **13.12 DAY LIGHT SAVINGS**

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

## **ARTICLE 14 - RECOGNIZED HOLIDAYS**

- 14.01** a) The following days shall be recognized as holidays and employees who have acquired seniority will be paid for such at their basic straight time rate of pay.

New Year's Day

Civic Holiday

Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Three (3) Float Days	

- b) To be eligible for the payment as noted in Article 14.01(a), an employee must have:
- i) been employed for three (3) consecutive months or more since last date of hire;
  - ii) worked on the regularly scheduled day before and regularly scheduled day after the holiday unless absent due to illness as confirmed by a doctor's certificate if required by the Employer;
  - iii) worked on the day of the holiday, if scheduled to work on the day unless reasonable cause is given.
- c) Recognized holiday shall be defined as where the majority of hours worked fall between midnight (2400 hours) beginning the agreed recognized holiday and midnight (2400 hours) of its termination.

**14.02** Any employee who works on any of the above holidays shall receive time and one-half (1½) of their regular rate of pay and, in addition, full-time employees will receive a lieu day for that holiday worked at a mutually convenient time.

The Employer will pay for the lieu day at the employee's basic straight time hourly rate of pay.

**14.03** An employee may choose to accumulate five (5) days for use at a later date. Such days off will be taken within 90 days of the requested stat. If such requests are denied because of operational needs, an alternate request may be submitted by the employee and such request may surpass the 90-day time period. With the exception of Christmas and New Years, such days off must be taken in the calendar year in which they were earned.

It is understood that lieu days requested for the months July and August will not be submitted until after the approval of vacation requests on May 1<sup>st</sup>.

All requests for lieu time off shall be responded to in seven (7) days.

It is understood that any unused lieu days will not be paid out at the end of the year.

If not taken, the Employer will schedule time off with pay at a mutually agreed upon time between the employee and Employer by the end of the calendar year.

**14.04** A full-time, part-time, or casual employee, regardless of whether or not they work on the holiday, shall receive a full day's holiday pay at their regular rate of pay if they have worked twelve (12) or more days in the preceding twenty-eight (28) days prior to the holiday. If such part-time employee is on leave with the permission of the Employer during the said twenty-eight (28) days, qualifier will not apply.

**14.05** Employees will be assigned to work on a rotational basis, either on Christmas Day or New Years Day, but not on both of these holidays, unless the employee wishes to do so. If employees wish to do so, they must submit a request to their Department Supervisor before November 1<sup>st</sup> of each year.

The staff schedule will be rotated from year to year.

It is understood that employees can utilize the shift exchange forms in order to switch the holiday. The forms cannot be submitted until after the holiday schedule is posted.

It is also understood that the operational needs of the facility need to be met and at times some staff may need to be scheduled to work two (2) holidays in a row. Staff will be scheduled to work on the holidays according to seniority if the facility is short staffed or under an emergency.

## **ARTICLE 15 - VACATIONS**

**15.01** For the purpose of calculating vacations and eligibility, the fiscal year shall be from June 1<sup>st</sup> to May 31<sup>st</sup> of the following year. Vacations shall be taken during the current calendar year.

In scheduling vacations, the seniority of employees shall be recognized within a classification on the same time schedule, provided such employees make a request for vacation in writing not later than April 1<sup>st</sup> of any current calendar year.

Final scheduling will be based on staffing needs as determined by the Employer on the following basis:

- a) **Full-Time, Part-Time, Casual Employees Vacation Entitlement**  
Full-time, part-time, and casual employees shall be entitled to vacation with eligibility determined on the basis of 1800 hours worked equalling one year of service.

<b>Hours Worked</b>	<b>Time Off</b>	<b>Vacation Pay</b>
Less than 1800	1 day per month-12 max	4%
1800 but less than 5400	2 weeks	4%
5400 but less than 14400	3 weeks	6%
14400 but less than 27000	4 weeks	8%
27000 but less than 41400	5 weeks	10%

41400 but less than 50400	6 weeks	12%
50400 or more	7 weeks	14%

b) Vacation pay shall be calculated on the previous year's gross annual earnings.

**15.02** In the event of termination of service of an employee for any reason, the employee shall be entitled to payment in lieu of vacation, pursuant to the *Employment Standards Act*.

**15.03** If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay or wages in lieu thereof.

**15.04** Vacation pay for all employees will be identified separately on the electronic pay statement when direct deposit is used.

**15.05** a) By February 1<sup>st</sup>, each department shall post a list and the employees shall indicate by April 1<sup>st</sup> the vacation period they wish. Employees shall have the option of claiming all of their accrued vacation as an unbroken period of time. Final vacation schedules will be the responsibility of the Employer.

b) The Department Head shall post a list of the vacation periods by May 1<sup>st</sup>. After May 1<sup>st</sup>, the Department Head of the employee shall not alter the vacation periods unless by mutual consent.

c) Where an employee qualifies for sick leave requiring hospitalization, or bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits. Unless requested in writing by the employee. No pyramiding of benefits shall be allowed.

d) An employee shall receive their vacation pay in the normal payroll cycle. Vacation pay drawn or received shall be in proportion to the vacation being taken.

e) In the case of death, full accumulated vacation entitlement shall be paid to the beneficiary as stated in writing.

## **ARTICLE 16 - SICK LEAVE**

**16.01** Employees that transfer from full-time to part-time shall retain their accumulated sick leave credits and lieu days.

**16.02** Each full-time employee who has successfully completed the probationary period shall receive one (1) sick day credit for each one hundred and fifty (150) hours worked, up to a maximum of twelve (12) sick day credits per calendar year.

**16.03** It is agreed that the sick leave accumulation will be capped at 450 hours. Any unused sick leave accumulated over the 450 hours during the course of the year will be paid out at the end of each and every year at 100% of the employee's regular wage. To be paid

out in the last payroll in March of each year.

**16.04** In the event of absence pursuant to Article 14.01 (b) (ii) or an absence exceeding three (3) consecutive working days, the Employer may require the employee to provide a medical certificate from the employee's doctor if requested in advance. Where the doctor charges the employee for such certificate, the Employer will upon proof of the charge for and payment of the medical certificate, reimburse the employee.

**16.05** In the event of death or termination of a full-time employee, the employee or their representative shall be entitled to receive a lump sum payment in respect of accrued unused sick leave. The lump sum shall be calculated by multiplying the number of days of unused sick leave credits by one hundred percent (100%) of the employee's regular wage in effect on the date of death or termination of employment.

**16.06** Employees will receive a record of their unused sick leave credits in December of each year.

## **ARTICLE 17 - LEAVE OF ABSENCE**

### **17.01 BEREAVEMENT LEAVE**

When death occurs in the immediate family of a full-time or part-time employee said employee shall be granted leave of absence with pay for attending the funeral and making necessary arrangements and for mourning as follows:

- a) Five (5) consecutive days – spouse (including same sex or common-law spouse), child, parent, sibling, stepparent, stepchild, grandchild, ending with the day of the funeral.

Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, to accommodate a future funeral/celebration of life date. It is understood that a written request by the employee must be submitted to the immediate supervisor before the initial leave is taken.

It is understood that only one (1) day will be granted to attend the celebration of life leave. The request for the celebration of life leave must be submitted in writing to the immediate supervisor four (4) weeks prior to the scheduled funeral/celebration of life date. Proof of date the celebration of life is being held is required.

- b) Three (3) consecutive days – guardian, parent-in-law, sibling-in-law, child-in-law, grandparent, ending with the day of the funeral.
- c) One (1) day – Aunt, Uncle, Niece, Nephew

- d) An employee shall be paid for such of those days as are scheduled working days, additional travel time, where required, will be provided without pay.
- e) An employee who cannot attend the funeral due to distance, will be granted leave with pay in accordance with the above.
- f) If there is a celebration of life to be held at a later date, the employee will notify the Employer at the time of the Bereavement Leave. This leave will be without pay.

**Note:** A spouse is a person who:

- a) is legally married to the employee, or
- b) is in an intimate relationship with the employee and has been living with that employee at least six (6) months, or
- c) a person who shares natural or adoptive children with the employee and is living with the employee.

An employee will not be eligible for bereavement leave payment under the terms of any period in which they are receiving statutory holiday pay, or on an approved leave of absence.

## **17.02 PERSONAL LEAVE**

Leaves of absence, without pay, for legitimate personal reasons, may be granted at the discretion of the Employer, provided that the Employer can adequately staff the facility at no extra cost to the Employer. Such discretion will be exercised reasonably. Requests for such leaves will be in writing and shall indicate the reason for the leave and its duration. Written requests shall be made to the Administrator at least two (2) weeks in advance of the commencement of the requested leave unless the circumstances make it impossible to do so.

## **17.03 UNION LEAVE**

Employees selected by the Union to attend conferences and conventions of the Union may be granted leaves of absence without pay provided the Employer is given at least two (2) weeks' notice in writing. No more than two (2) employees may be absent at any one (1) time forty-five (45) days in a calendar year. It is understood that such leave will only be granted when it can be arranged without undue inconvenience to the normal operations of the Employer. The Employer agrees to continue to pay such employee's salary and benefits and the Union agrees to reimburse the Employer for such payments.

## **17.04 MATERNITY/PARENTAL/ADOPTION LEAVE**

- a) Employees shall be entitled to pregnancy, adoption, and parental leave in accordance with the provisions of the *Employment Standards Act, 2000* of Ontario, as amended.
- b) Effective on confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave, as provided under the Agreement who has applied for and is in receipt of Employment Insurance pregnancy and/or parental benefits, pursuant to the *Employment Insurance Act*, shall be paid supplemental Employment benefits for a period not exceeding fifteen (15) weeks for pregnancy leave and ten (10) weeks for parental leave. The supplement shall be equivalent to the difference between seventy-five percent (75%) of their normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Home of the employee's Employment Insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave, times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

In addition to the foregoing, the Home will pay the employee seventy-five percent (75%) of their normal weekly earnings during the first one (1) week period of the leave, while waiting to receive Employment Insurance Benefits.

## **17.05 JURY AND WITNESS DUTY**

Jury and Witness Duty leave will be available to full-time and part-time employees. The employee must prove the need to attend Jury Duty in a court proceeding in which the Crown is a party or produce a subpoena to attend a court of law. The employee will not lose regular schedule scheduled wages because of such attendance provided that the employee:

- a) notifies the Administrator or designate immediately;
- b) provides proof of service in the court;
- c) deposits with the Employer the full amount of compensation received, excluding mileage, travel, and meal allowance.

## **17.06 SELF-ISOLATION LEAVE**

If an employee is required to self-isolate on the direction of the Employer's policy, Public Health directive, or at the discretion of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to

use sick-leave, vacation, or in lieu entitlements for any hours of work lost during such period.

### **17.07 LEAVE FOR VICTIMS OF FAMILY VIOLENCE**

Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted the leaves provided for in the Ontario *Employment Standards Act, 2000*, as amended.

## **ARTICLE 18 - PAYMENT OF WAGES**

**18.01** The Employer shall pay salaries, wages, overtime, and other supplementary pay bi-weekly on Thursday in accordance with Schedule "A" of the Collective Agreement. On each pay day, each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions.

All employees shall receive their pay cheques by electronic deposit.

The Employer will issue an Electronic Funds Transfer (EFT) to cover a payroll error in excess of three hours (3), caused by the Employer, within 24 hours being notified by the employee. The request shall be made in writing by the employee, including supporting documentation to substantiate the shortage in employees pay cheque.

**18.02** When an employee is temporarily transferred to replace an employee in a higher paid classification, coming within the scope of this Agreement, they shall be paid the rate of pay consistent with their position on their salary range, of the employee they are replacing.

When an employee is temporarily transferred to a lower rated job they shall receive their own rate, unless they seek such transfer, in which case they shall receive the rate of the job to which they are transferred.

Where an employee advances to another job classification higher than their present classification, such employee shall be paid at the rate step that ensures that the employee shall not be paid at a rate less than that which the employee presently enjoys.

**18.03** Employees will be entitled to receive a shift premium of forty cents (\$0.40) per hour for the afternoon and evening shift if the majority of hours worked fall between 3:00 p.m. and 6:00 a.m.

### **18.04 WEEKEND PREMIUM**

Employees will be paid a Weekend Premium of an additional thirty cents (\$0.30) per 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.

## **ARTICLE 19 - BENEFITS**

### **19.01 MASTER POLICY & CHANGE OF CARRIER**

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

**19.02** The Employer shall provide a group life insurance plan for all employees. The Employer shall pay one hundred percent (100%) of the premium of such plan. The amount of coverage provided under the Plan shall be \$35,000.00 for each full-time employee.

### **19.03 DRUG BENEFIT**

100% paid by Employer. Acknowledging the high upfront costs of many prescription drugs, all employees will be provided with a drug card.

### **19.04 DENTAL PLAN**

The Employer shall maintain its current dental plan for each employee with current calendar year ODA fee schedule and shall pay eighty percent (80%) of the single/family premium of such plan.

### **19.05 VISION CARE**

The Employer will continue its vision care plan for each full-time employee at a rate of \$300.00 per family member. The Employer will provide payment to a maximum of \$150.00 every 24 months with proof of payment for eye examinations for each employee.

### **19.06 HEARING AID PLAN**

The Employer will continue its hearing aid plan for each full-time employee at a rate of \$500.00 per family member every three years.

### **19.07 ORTHOTICS**

Effective February 22, 2023, \$300.00 per benefit year, per employee, after medical referral.

## **19.08 PARAMEDICAL**

Effective February 22, 2023, services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or massage therapist to a maximum of \$300.00 per person per benefit year, per specialty.

## **19.09 PENSION PLAN**

### **NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN**

1. In this Article, the terms used shall have the meanings as described:

- a) "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.

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.

- b) Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to 4% of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to 4% of applicable wages to the Plan.
- c) The Employee and 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 and the acknowledges and agrees that other than making its contribution to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost 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.

- 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.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise.

For further specificity, the items required for each eligible employee by Article 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 (for the purpose of calculating past service credit)
- ii) to be provided with each remittance:
- Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable earnings
- 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.

It is understood and agreed that currently the Employer is not required by law to provide any information other than that specified in e) above. In the event that the Employer is required, by law, to provide additional information in the future and such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and the Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

**19.10** All benefits outlined above will commence only after completion of the probationary period.

#### **19.11 EMPLOYEE ASSISTANCE PROGRAM**

The Employer shall provide an employee assistance program for all Employees. The Employer shall pay one hundred percent (100%) of the premium of such plan. The plan will provide employees and their immediate family members with access to in-person, video, or telephone counseling.

### **ARTICLE 20 - HEALTH AND SAFETY**

**20.01** The Union and the Employer shall co-operate in continuing and perfecting operations which will afford adequate protection for all employees and residents.

**20.02** Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as members of its Occupational Health and Safety Committee, two (2) representatives selected or appointed by the Union from the bargaining unit. Only one (1) member from the bargaining unit will be eligible to be nominated for certification by the Committee.

**20.03** Such Committee shall identify potential dangers and hazards, institute means improving health and safety programs and recommend actions to be taken to improve conditions relating to Occupational Health and Safety.

**20.04** Meetings shall be held in accordance with the *Health and Safety Act*. The Committee shall maintain minutes of all meetings and make the same available for review.

**20.05** The Employer endorses the right of every employee to work in an environment free from harassment, bullying, discrimination, or violence and, as such, employees are free

to pursue all avenues in the Employer's policy and the Collective Agreement including the grievance procedure for resolving complaints that may arise.

Any policy that exists which pertains to harassment, bullying, discrimination, or violence in the workplace shall be reviewed by and discussed with the Occupational Health & Safety Committee and the Union shall be notified on any resulting changes to the policy at a Labour Management Meeting.

## **20.06 HEALTH AND SAFETY COMMITTEE**

- a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet once every three (3) months or earlier if requested by either party. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from 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 accident or injury, such representatives 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 must be notified of the inspection of a government inspector and shall have the right to accompany them on inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.
- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

- f) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- g) At least one of the members of the committee will be selected by the Union and will be trained to be a certified worker as defined under *the Act*. Training shall be provided by the Workplace Safety and Insurance Agency with full costs paid by the Employer (including keeping pay whole).

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

## **20.08 REPORTING OCCUPATIONAL INJURIES AND ILLNESS**

The Company shall, in consultation with the Workplace Health & Safety Committee or a Health & Safety Representative, develop and post in a conspicuous position at a workplace a written notice which outlines a policy and procedure for the reporting of injuries and illnesses.

## **20.09 WORKPLACE HARASSMENT**

The Employer and the Union are committed to providing a positive environment for employees free from workplace harassment, within the meaning of the *Occupational Health and Safety Act* (Bill 168 "Workplace Violence and Harassment"). All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from workplace harassment.

'Workplace Harassment' is defined under the *Occupational Health and Safety Act* as:

"Engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome".

Harassment can be either psychological or physical or it can be a combination of both.

## **20.10 WORKPLACE VIOLENCE**

The Employer and the Union are committed to providing a positive environment for employees free from workplace violence, within the meaning of the *Occupational Health and Safety Act* (Bill 168 "Workplace Violence and Harassment").

'Workplace Violence' is defined under the *Occupational Health and Safety Act* as:

- The exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury against a worker,

- An attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the worker; or
- A statement or behaviour that it is reasonable for an employee to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.

## **ARTICLE 21 - PART-TIME EMPLOYEES**

**21.01** A part-time employee shall:

- a) be entitled to progression on the wage grid based on hours worked.
- b) be entitled to progression on the vacation grid as noted in Article 15. Vacation entitlement for all part-time and casual employees shall be paid on a bi-weekly basis and the amount of vacation pay will be separately identified on the pay stub.
- c) receive an additional premium of eleven (11%) percent, calculated on straight time hourly wage rate only, in lieu of all benefits except pension to which full-time employees are entitled or as outlined in the collective agreement.
- d) have seniority based on 1950 hours worked hours equivalent to one (1) year seniority.

## **ARTICLE 22 - STUDENTS**

**22.01** Students will only be employed during the normal student holiday and vacation periods and will only be entitled to vacation benefits as outlined in the *Employment Standards Act* and holiday pay as outlined in the collective agreement, but no other benefits outlined in the collective agreement.

## **ARTICLE 23 - SURGE LEARNING**

**23.01** The Employer agrees that all mandatory training (in-service and online training) shall be scheduled during an employee's normal working hours. The Employer will arrange uninterrupted time for each employee to complete online mandatory training program including computer access.

## **ARTICLE 24 - DURATION**

**24.01** This Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the expiry date that it desires its termination or amendment.

**ARTICLE 25 - RETROACTIVITY**

**25.01** Any wages increased will be retroactive to the beginning date of this agreement. All other terms will be effective from date of signing the collective agreement or date of an interest arbitration award.

Any retroactive wage payments shall be made in full to all eligible employees within sixty (60) days of signing the collective agreement or date of an arbitration award.

Signed electronically this 23<sup>rd</sup> day of May, 2024.

**FOR THE EMPLOYER**

**FOR THE UNION**

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## APPENDIX A - WAGES

Classification	Step	January 1, 2024	January 1, 2025
<b>RPN</b>	Start	\$32.03	\$33.15
	1875	\$32.42	\$33.55
	3750	\$32.90	\$34.05
<b>PSW/HCA</b>	Start	\$26.19*	\$27.10*
	1875	\$26.65*	\$27.58*
	3750	\$27.31*	\$28.27*
<b>Recreation Aide</b>	Start	\$22.26	\$23.04
	1875	\$22.65	\$23.44
	3750	\$23.32	\$24.13
<b>Dietary Aide</b>	Start	\$22.65	\$23.44
	1875	\$23.04	\$23.85
	3750	\$23.69	\$24.52
<b>Cook</b>	Start	\$24.38	\$25.24
	1875	\$24.94	\$25.81
	3750	\$25.88	\$26.78
<b>Assistant Cook</b>	Start	\$23.74	\$24.57
	1875	\$24.14	\$24.98
	3750	\$24.66	\$25.53
<b>Dishwasher</b>	Start	\$21.07	\$21.81
	1875	\$21.60	\$22.36
	3750	\$21.99	\$22.76

\*Includes \$3.00 PWE for PSW effective April 1, 2022.

\*\*Uniform – Uniform allowance will be paid to full-time and part-time employees at the rate of ten cents (\$0.10) per hour for all worked hours only. It will be paid on each pay.

**LETTER OF UNDERSTANDING**

**BETWEEN  
HAMPTON TERRACE CARE CENTRE  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5173**

**RE: SENIORITY**

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In order to establish the current full-time employees' seniority for this collective agreement, it is agreed that all current full-time employees' seniority will be calculated from the date of hire. For calculation purposes all full-time employees will not to exceed 1950 hours per year, regardless of the hours paid.

It is further understood that unpaid leaves of absences past thirty days and posting to part-time positions from a full-time position, seniority will be based on all hours paid.

From the signing of this agreement, seniority will be determined by hours paid.

It is further understood that all employees will not accrue more than 1950 hours paid per year.

Signed electronically this 23<sup>rd</sup> day of May, 2024.

**FOR THE EMPLOYER**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

**BETWEEN  
HAMPTON TERRACE CARE CENTRE  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5173**

**RE: WORKLOAD ISSUES**

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Both parties agree that workload issues will become a standing agenda item for Union/Management meetings.

Signed electronically this 23<sup>rd</sup> day of May, 2024.

**FOR THE EMPLOYER**

**FOR THE UNION**

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