

COLLECTIVE AGREEMENT

BETWEEN

**Lancaster Long Term Care
(hereinafter called the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2453
(hereinafter called the "Union")**

January 1, 2022, until December 31, 2023

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PREAMBLE

Whereas **Lancaster Long Term Care** and the Union have mutually agreed to enter into and execute an agreement as hereinafter set forth; and

Whereas it is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operations.
- 4) To promote morale, well-being and security of all employees in the bargaining unit of the Union.

NOW THEREFORE the Employer and the Union hereby mutually covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 Any and all references to the word Union throughout this Agreement shall be taken to mean The Canadian Union of Public Employees and its Local 2453.

1.02 Status of Employees

- a) Regular Employee
An employee who is employed for continued employment on either a full-time or part-time basis shall be deemed to be a regular employee for the purpose of this Agreement.
- b) Full-time Employee
An employee who is employed for more than twenty-four (24) hours per week on a continuing basis shall be deemed to be a full-time employee.
- c) Part-time Employee
 - (i) An employee who is regularly employed for twenty-four (24) hours or less per week averaged over a period of six (6) months shall be deemed to be a part-time employee.
 - (ii) Notwithstanding Article 1.02 (c)(i), a part-time employee who fills a full-time temporary vacancy or who is required to substitute for a full-time employee on a temporary basis shall retain her status as a part-time employee during such temporary vacancy or substitution.

- d) Temporary Employee
 A temporary employee is defined as an employee who has been hired for a pre-determined period of time. Their contract of employment may be terminated at any time at the sole discretion of the Employer and such termination shall not be the subject of a grievance. They are subject to the terms and conditions of the Collective Agreement, with the exception of Insured Benefits, Income Protection, Retirement Income, Uniform Allowance, Seniority, Lay-Off and Recall language, Wage Progression. Holiday Pay, Hours of Work and Overtime shall be paid in accordance with the *Employment Standards Act* and Vacation Pay, per the *Employment Standards Act* shall be added to each pay. The Employer will provide notice of termination, only if the temporary position is ended earlier than provided in their contract of employment and such notice shall not exceed the *Employment Standards Act*. In the event a temporary employee is hired to a permanent position, they shall receive credit for time worked for purposes of placement on the seniority list and service credits. The termination or refusal to hire a temporary employee is at the sole discretion of the Employer and shall not be the subject of a grievance. Such position shall not exceed six (6) months without a discussion with the Union.
- e) Student Employee
 A student employee shall be an individual who is attending school, either secondary or post-secondary on a full-time basis and who is employed only during the regular school vacation periods.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Except where specifically abridged by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects, and without limiting or restricting this right and function:
- a) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the express provisions of this Agreement.
- 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 classification, promotion, demotion, discipline or suspension or a claim by an employee that he has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- c) to generally manage the Nursing Home and, without restricting the generality of the foregoing, to determine the number and location of the Employer establishments, the services to be rendered, the methods, the work procedures, the kinds 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 Nursing Home; 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 Employer, the employees, the patients and the public.

- 2.02 A claim that a right in Section 2.01 has been exercised in a manner inconsistent with any part of this Agreement may be raised as a grievance.
- 2.03 The Employer shall determine the number of employees needed at any time and have the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering such rules, the Employer will discuss same with the Labour Management Committee in advance whenever possible, and give the Union Representatives an opportunity of making representations with regard to such proposed alterations, and endeavour to obtain mutual agreement thereon.

ARTICLE 3 - RECOGNITION

- 3.01 With reference to certificates issued by the Ontario Labour Relations Board dated April 24, 1980, and May 14, 1980, the Employer recognizes the Canadian Union of Public Employees and its Local 2453 as the sole and exclusive collective bargaining agent for all employees of Lancaster Long Term Care, save and except office, professional and medical staff, registered, graduate and undergraduate nurses, department heads and persons above the rank of department head.

ARTICLE 4 - WORK OF THE BARGAINING UNIT

- 4.01 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.
- 4.02 No Other Agreement
No Employee shall be required or permitted to make verbal or written agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.
- 4.03 No Contracting Out
The Home 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 of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 5 - DISCRIMINATION

- 5.01 (a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion or harassment, as defined by and within the meaning of the *Ontario Human Rights Code*, exercised or practiced with respect to any employee in respect of their employment by reason of age, race, creed, colour, ancestry, ethnic origin, sex, marital status, sexual orientation, family status, disability, or any other ground prohibited under the *Ontario Human Rights Code*.
- (b) “Harassment” as prohibited under Article 5.01 (a) is defined under the *Ontario Human Rights Code* as “...engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”. It is understood that sexual harassment is prohibited under the *Ontario Human Rights Code* and under Article 5.01 (a) of this collective agreement.
- (c) An employee who feels that she has been discriminated against or harassed contrary to the provisions of this Article may file a grievance under the grievance procedure of this collective agreement.
- (d) The Employer and the Union agree to abide by the *Ontario Human Rights Code*.
- 5.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of his/her membership or activity or lack of activity in the Union.
- 5.03 It is agreed that the Union and the employees will not engage in Union activities except as provided in this Agreement during working hours or hold meetings at any time on the premises of the Employer without the permission of the Administrator or designate.
- 5.04 **Resident Abuse**
The parties agree that residents have a right to live in an environment that is free from abuse and that abuse of residents will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents. In order to protect the interests of the residents, it is understood that the abuse of a resident by an employee shall be considered as *prima facie* just cause for discharge. Such discharge will be deemed to be a specific penalty under the *Labour Relations Act* which may not be set aside or substituted by a board of arbitration or sole arbitrator either under the Act or under article 10.08 of the collective agreement.

ARTICLE 6 - UNION SECURITY

- 6.01 **Dues Deduction**
The Employer, during the life of this Agreement, as a condition of employment, shall deduct monthly from each employee in the bargaining unit from the employee’s commencement of employment, a sum equal to the Union dues as certified by the Union.

On the first occasion of a deduction the Employer will include with the foregoing the home address and classification of the employee from whom the deduction is made and all monthly deductions shall be remitted to the Union along with a list of the employees who have completed the probationary period in the preceding month.

- 6.02 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this Article.
- 6.03 The Employer shall, prior to the end of the first month of employment, inform newly hired employees of the Union's existence and agrees to introduce such employees to the appropriate steward.
- 6.04 Employee Interview
- (a) The Employer shall provide the appropriate steward with leave, not to exceed fifteen (15) minutes from regular employment responsibilities, for the purpose of reviewing the provisions of the Collective Agreement with newly hired employees and to be done at such time and place as may be determined by the Employer.
- (b) The Employer shall advise the Union as to the names of the persons listed for such meeting and the time and place designated. The Union shall advise the Employer, in writing, as to which representative of the Union shall be responsible for conducting meetings with new employees.
- 6.05 Correspondence
All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Home, the Secretary of the Union and the CUPE National Representative.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 Bargaining Committee
The Employer agrees to recognize a bargaining committee of not more than two (2) persons from the bargaining unit. The Union will advise the employer of the Union appointees to the committee.
- It is agreed that two (2) members of the Union Bargaining Committee shall be remunerated at their regular hourly rate of pay for time lost from work while attending such meetings, up to but not including conciliation.
- 7.02 Meetings
The Employer agrees to meet with the bargaining committee to negotiate amendments to or renewal of this Agreement and such related matters which properly arise from time to time.

- 7.03 (a) Representative of C.U.P.E.
The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises upon request, in order to investigate and assist in the settlement of a grievance.
- (b) Right to Have a Steward Present
An employee will be notified of their right to have his/her Steward present at any discussion with supervisory personnel, which the Employer/employee believes might result in disciplinary action. When a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview.
- (c) A Steward or Local Officer may have the right to consult with a CUPE staff representative and may have him/her present at any discussion with supervisory personnel which might result in disciplinary action. The Union will notify the Employer of any meeting where the CUPE Representative is to be present as the Employer will exercise their right to invite the Employer Labour Representative.
- 7.04 The Union and the Employer acknowledge and agree that Union Officers and stewards of Local 2453 have regular duties to perform in connection with their employment; all such activities will be carried on outside regular working hours unless otherwise mutually agreed upon. There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the immediate investigation and processing of grievances and the administration and enforcement of this Agreement with approval of the Administrator or designate which cannot be unreasonably denied. The Union committee and the Employer will meet at times mutually agreed upon should either feel there is business for their consideration. Such meetings will be arranged as promptly as possible upon request of either party and will take place during working hours where possible.
- 7.05 Names of Union and Employer Representatives
The Union will advise the Employer in writing from time to time of the names of employees who act as Union representatives in any capacity. The Employer will advise the Union in writing from time to time as to the names of supervisory personnel.
- 7.06 Labour Management Committee
A Labour Management Committee shall be established consisting of not more than three (3) Union members, (not counting the CUPE National Representative who may attend with prior notice / agreement as the Employer Labour Representative will be invited to attend such meeting) and not more than three (3) representatives of the Employer to discuss matters of mutual concern and interest. Meetings shall be held as may be mutually agreed upon and scheduled at least once every three (3) months.

The meeting will have equal participants present.

The agenda will be presented at least one (1) week prior to the scheduled meeting, if not, the meeting will be cancelled or postponed.

The parties will rotate the duty of chair and meeting minutes, the minutes will be presented at least one (1) week prior to the next meeting and the first item on the agenda will be approving of the minutes.

Any outstanding grievances or possible grievances will be discussed at the conclusion of the Labour Management if time allows and if presented at the time of setting the agenda or otherwise agreed to.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Settling of Grievances

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 he has first given his supervisor an opportunity to adjust his complaint.

If an employee has an unsettled complaint regarding the interpretation application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the employee may take the matter up as a grievance within five (5) business days after the circumstances or within a reasonable frame which gave rise to the complaint occurred as follows:

STEP 1

The employee, with the assistance of his steward, shall present the grievance in writing to his supervisor whose explanation shall be given in writing within five (5) calendar days following the presentation of the grievance at this step:

STEP 2

Failing settlement at Step #1, the grievance may be appealed in writing within five (5) calendar days after the Employer's answer is given under Step #1, to the Administrator or his authorized deputy. The matter will then be discussed at a meeting between Employer representatives and the said committee, which meeting will be convened within five (5) calendar days, unless mutually extended, after the meeting has been appealed to Step #2. The aggrieved may be present at such meeting if he/she desires or at the request of either party. The Employer representatives shall explain its position in writing within five (5) calendar days after presentation at this step.

Failing settlement at Step #2, the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within twelve (12) calendar days after its position has been given at Step #2, failing which the grievance will be considered to have been settled or abandoned.

8.02 (a) Policy Grievance

Any difference arising directly between the Union and the Employer relating to the interpretation, application, or alleged violation of this agreement may be presented by either party as a policy grievance within thirty (30) days after the date when the subject matter of the grievance first arose commencing at Step #2. It is understood, however, that the provisions of this paragraph shall not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be by-passed, unless the employee has refused to file a grievance within the prescribed time limits after being so requested by the Union and the alleged grievance directly affects the interests of other employees.

(b) Group Grievance

The Union and its representatives have the right to originate a group grievance on behalf of a group of employees who have identical grievances and to seek adjustment with the Employer in the manner provided in the grievance procedure. The group grievance shall identify each employee who is so grieving, to the best of their knowledge and can be amended at any time prior to the grievance resolution as per Articles 8 and 10 or as mutually agreed. Such grievance shall commence at Step. No. 2 and the Administrator shall render its' position in writing within five (5) calendar days after the meeting under Step No. 2. It is understood that only one aggrieved employee representing the group of employees grieving may be present at such meeting if the group desires or at the request of either party.

8.03 Time Limits

Any and all time limits fixed by this Article may at any time be extended by written agreement between the Employer and the Union.

8.04 Decisions Final and Binding

All decisions arrived at between the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the employee or the employees concerned.

8.05 Discharge and Suspension Cases

A claim by an employee who has completed his probationary period, that he has been unjustly discharged or suspended from his employment will be treated as a special grievance, commencing at Step #2 of the grievance procedure, provided the discharged or suspended person submits his written grievance, dated and signed, within seven (7) calendar days after the discharge or suspension occurs. The burden of proof of just cause shall rest with the Employer.

8.06 Such special grievances may be settled by confirming the discharge or by reinstating the discharged person with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 9.00 - EMPLOYEE FILES

9.01 Clearance of Disciplinary Record

The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. The parties mutually agree that all disciplinary action in regards to resident abuse will remain on file permanently. At the request of an employee, her records of discipline for other than resident abuse will be removed from her file after eighteen (18) months.

9.02 Union to be Notified of Disciplinary Actions

The Chairperson of the union committee will be provided a copy of the written disciplinary action(s) for any employee in the bargaining unit, when provided to the employee.

9.03 Access to Personnel File

An employee shall have the right, not more than once every three (3) months or when required for the purpose of an active grievance investigation, during normal office hours, upon a mutually agreeable time, to have access to review and receive a copy of his personnel file in the presence of an Employer representative. The employees shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

ARTICLE 10 - ARBITRATION

10.01 Composition of Board of Arbitrators

When either party requests that a grievance be submitted to arbitration as provided under Article 8, it shall make such request in writing addressed to the other party to this Agreement and at the same time nominate a nominee. Within five (5) full working days thereafter, the other party shall nominate a nominee provided, however, that if such other party fails to nominate a nominee as herein required and unless the time has been extended by mutual agreement between the two (2) parties, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure.

The two (2) nominees so nominated shall confer immediately and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such Chairman within a period of seven (7) full working days after the nomination of the second arbitrator, they or either of them may then request the Labour Management Arbitration Commission for the Province of Ontario to appoint a chairman. The parties may, in lieu of a Board of Arbitration, elect by mutual agreement to refer a grievance to a sole Arbitrator.

10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 10.03 No matter may be submitted to arbitration which has not been carried through all previous steps of the Grievance Procedure.
- 10.04 Expense of the Board
Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expense of the Chairman of the Board of Arbitration.
- 10.05 Time Limits
Any and all time limits referred to under the Grievance and Arbitration Procedures herein may at any time be extended by written agreement between the Employer and the Union.
- 10.06 Decisions of the Board
The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this Agreement.
- 10.07 Disagreement of Decision
Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.
- 10.08 In determining any discharge the Board of Arbitration or single arbitrator shall have the authority to:
- a) affirm the Employer's action and dismiss the grievance;
 - b) set aside the penalty imposed by the Employer and restore the grievor to his former position with or without compensation; or
 - c) vary or alter the penalty imposed by the Employer or make such other determination in its discretion that may be deemed just and reasonable.

ARTICLE 11 - WITNESSES AND INSPECTION

- 11.01 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 12 - PROBATIONARY EMPLOYEES

12.01 Newly hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked from the date of hiring. The probationary period may be extended with the mutual written advance agreement of the Employer, the employee and the Union. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, save and except those amended below, and in Articles 8.06, 8.07 and 9. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. The probationary period shall only be served once.

Newly hired full-time employees shall be considered on a probationary basis for a period of sixty (60) days worked or four hundred and fifty (450) hours worked from the date of hiring. The probationary period may be extended with the mutual written advance agreement of the Employer, the employee and the Union. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, save and except those amended below, and in Articles 8.06, 8.07 and 9.00. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure.

After completion of the probationary period, seniority shall be effective from the date of hire. All benefits except for seniority and service, to apply upon successful completion of the probationary period. The permanent part-time employee will complete her probationary period and accrue seniority on the basis of the number of hours worked in relation to the number of hours worked by a full-time employee. For example, one (1) week's seniority will accrue on the basis of each thirty-seven and a half (37-1/2) hours worked. Seniority does not apply to casual and/or temporary employees save and except where the Employer is considering applications for a position as a regular employee under this Agreement, in addition to skill and ability the Employer will consider time worked as a casual or temporary employee.

New employees will receive up to three (3) shifts of orientation. The length of orientation will be determined by the Employer depending on the classification and/or the employee's needs.

12.02 Approved leaves of absence in excess of seventy-five (75) hours during the probationary period will not be considered as time employed for purposes of computing the probationary period referred to in 12.01.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

- a) Seniority is defined as the length of service in the bargaining unit. A full-time employee who has completed his probationary period, as set out in Article 12.01 above, shall have his name placed on the seniority list with the seniority effective

on the date the employee last commenced to work for the Employer, except as provided for elsewhere. Seniority for all employees regularly working twenty-four (24) hours or less per week, and students employed during the school vacation periods, shall be on the basis of hours worked during such period of employment on the basis that 1950 hours worked is equivalent to one (1) year of full-time seniority except as provided for elsewhere and the seniority accumulated while so employed shall be credited to any seniority accruing with succeeding full-time employment as set out in (d) below.

- b) Seniority of employees shall be recognized within their respective job classifications. A new employee shall be placed on his seniority list at the end of the probationary period and his respective seniority shall be dated back to the date of beginning of employment.
- c) A full-time employee who transfers to a part-time position will retain seniority earned as a full-time employee, on the basis that the full-time employee will be credited with 1950 hours part-time seniority for every full year of full-time seniority.
- d) A part-time employee who transfers to a full-time position will retain seniority earned as a part-time employee on the basis that the part-time employee will be credited with one (1) year of full-time seniority for every 1950 hours worked as a part-time employee.
- e) The seniority list will be revised every six (6) months, in January and July, copies of which will be posted in the various departments and a copy supplied to the Union. For the purpose to assist in an active grievance investigation, or in a job posting inquiry, a revised seniority list will be provided on request.
- f) Part-time employees shall accumulate service for the purposes of progression on the vacation grid and the wage grid on the basis of hours worked, with 1500 hours equivalent to one year of service, as provided for in Article 19.01 and 25.04 (iii). A part-time employee who transfers to full-time status will be credited with service for the purposes of vacation and wage grid progression on the basis of one year of full-time service for each 1500 hours of part-time service.
- g) A full-time employee who transfers to part-time status will be credited with part-time service for the purposes of vacation and wage progression on the basis of 1500 hours part-time service for each full year of full-time service.

13.02 In cases of promotions, demotions or transfers, the following factors will be considered:

- a) Seniority
- b) Skill and ability

Where these last two (2) factors are relatively equal between employees qualified and willing to perform the available work, seniority will govern.

13.03 Lay-off and Recall

For the purposes of this article, "lay-off" shall be defined as it is defined in the *Employment Standards Act*.

- (a) In the event of a proposed lay-off of a permanent or long-term nature of more than thirteen (13) weeks, the Home will provide the Union with at least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.
- (b) In the event of a lay-off of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:
 - if her service is greater than 9 years: 9 weeks notice
 - if her service is greater than 10 years: 10 weeks notice
 - if her service is greater than 11 years: 11 weeks notice
 - if her service is greater than 12 years: 12 weeks notice
- (c) In the event of a proposed layoff of a short term nature of thirteen (13) calendar weeks or less, the Employer will provide the employee with at least seventy-two (72) hours notice.
 - i) Layoff Procedure (applicable to permanent or long term layoffs)
 - (a) In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

- (b) An employee who is subject to layoff shall have the right to either:
- (1) accept the layoff; or
 - (2) displace an employee who has lesser bargaining unit seniority in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation, such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications, as defined in this article, a laid off employee shall have the right to displace an employee with lesser seniority who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (b) (1) or (2) above shall be given in writing to the Administrator within three (3) calendar days following the notification of layoff. It is understood that where the third calendar day falls on the weekend, the employee must notify the Administrator or her designate by noon on the Monday.

ii) Recall Rights (applicable to permanent or long term layoffs)

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications, as required by law as agreed between the parties, of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary manner.

- (b) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (c) An employee who has been displaced into a different classification shall have the privilege of returning to the position she held prior to the displacement should it become vacant within six (6) months of being displaced if there is not a qualified employee on layoff to be recalled.
- (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) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by priority post, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. 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 his proper address being on record with the Employer.
- (f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.
- (g) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

Note: (applicable to permanent, long term layoffs and short term layoffs)
For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, one (1) year full-time seniority equals 1500 hours part-time seniority.

iii) Benefits on Layoff (applicable to permanent, long term and short term layoffs)

In the event of a lay off, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employees are not eligible), the Employer shall pay its' share of the insured benefit premiums up for a period up to three (3) months from the end of the month in which the lay off occurs, or until the laid off employee is employed elsewhere, whichever comes first.

iv) Lay-Off Procedure
(applicable to short-term lay-offs as specified below)

In the event of a lay-off of a short term nature of more than two (2) weeks duration, the following procedure shall apply:

- (a) In the event of such lay-off, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (1) accept the lay-off, or
 - (2) displace an employee who has lesser bargaining unit Seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications, as defined in this article, a laid off employee shall have the right to displace an employee with lesser seniority who is the least senior employee in a classification where the straight-time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight-time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (b)(1) or (2) above shall be given in writing to the Administrator within three (3) calendar days following the notification of lay-off. It is understood that where the third calendar day falls on the weekend, the employee must notify the Administrator or designate by noon on the Monday.

13.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have terminated his employment if he:

- a) voluntarily leaves the employ of the employer;
- b) is discharged by the Employer and such discharge is not reversed through the Grievance Procedure;
- c) fails to return to work within ten (10) working days after being notified of recall;
- d) has been laid off for a period of twenty-four (24) consecutive months;
- e) is absent from work without permission for three (3) working days without sufficient cause or without notifying the Employer;
- f) fails to return to work on the expiration of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which it was granted unless for satisfactory reasons with proof;
- g) is absent from work for more than 18 months by reason of illness or other disability and there is no reasonable likelihood the employee will return to work within the near future;
- h) is absent from work for more than 24 months by reason of absence while on W.S.I.B. and there is no reasonable likelihood the employee will return to work within the near future;
- i) engages in gainful employment during a leave of absence.

NOTE:

The Employer agrees to abide by the *Ontario Human Rights Code* in applying (g) and (h).

13.05 Medical Certificate

The Employer may require the employee to furnish to the Employer, on or before the return to work of the employee a satisfactory medical certificate with respect to illness or accident. Where the Employer requires an employee to produce proof of illness in the form of a certificate from a legally qualified medical practitioner for any absence due to illness or accident, the Employer shall pay a reasonable cost for each certificate required.

In the event the Employer is not satisfied with the medical documentation provided and requires the employee to provide an independent medical report by a specialist, it shall bear the cost for the report.

Where an employee's scheduled vacation is interrupted as the result of illness or injury requiring medical attention, the period of illness or injury will not be counted against the employee's vacation credits provided it is verified by a medical certificate. The employee may request the Employer to reschedule his/her vacation at a mutually acceptable time.

13.06 Notification of Illness

An employee who is unable to report for work because of sickness or other reasonable cause shall be expected to notify his immediate supervisor at least four (4) hours before the start of the afternoon and night shifts and two (2) hours before the start of the day shift so that proper measures can be taken for replacement.

13.07 Change of Address

It shall be the duty of employees to notify the Employer promptly of any change in their address. If an employee should fail to do this, the Employer will not be responsible for failure of any notice to reach the employee concerned.

ARTICLE 14 - POSTING NOTICES OF VACANCIES

Postings will be awarded by seniority ending 12:01 the day of the end of the posting.

14.01 Job Postings

- a) When an employee will be absent on vacation, and/or leave of absence, the employee may advise her manager, in writing, and no more than seven (7) days prior to the beginning of the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.
- b) The Employer shall post all initial vacancies or new jobs on bulletin boards for a period of five (5) days. Subsequent vacancies shall be posted in accordance with Article 14.01 (c) for a period of three (3) days. Employees shall have the right to bid on such vacancies or new jobs and the employee shall be granted the position in accordance with Article 13.02 of this Collective Agreement.
- c) The Employer agrees to post the name of the successful applicant to the job vacancy or new job.
- d) It is understood that only the initial and up to the second subsequent vacancies shall be posted. Where a further subsequent vacancy arises in a different department from that of either the initial or up to the second subsequent vacancy it shall also be posted.

14.02 Consideration for Promotion

Where there is no qualified applicant for a posted position, consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but who is preparing for qualifications prior to the filling of the vacancy. Subject to the applicable legislative requirements, if such employee is promoted, he will be given an opportunity to qualify within a reasonable length of time and if he fails to qualify he shall revert to his former position and wage rate. A vacancy which becomes available as a result of a temporary vacancy will be filled at the Employer's discretion.

14.03 Vacancies

Vacancies which are not expected to exceed six (6) weeks may be filled at the discretion of the Home.

- 14.04 The successful applicant shall be placed on trial in the new position for a period of two hundred and twenty-five (225) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

- (i) the employee feels that she is not suitable for the position and wishes to return to her former position; or
- (ii) the Employer feels that the employee is not suitable for the position and requires that she return to her former position.

In the event of either (i) or (ii), the employee will return to her former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

Where a trial promotion or transfer does not become permanent pursuant to (i) or (ii) above, the vacancy arising from the employee returning to her former position will not be reposted. Rather, the Employer will offer the vacancy to the second highest ranked qualified applicant, in accordance with Article 13.02, who had originally applied for that vacancy.

14.05 Posting Notices of Vacancies

The employer will post notice of vacancy within two (2) weeks of the position becoming vacant.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Personal Leave

The Employer may grant leave of absence, in writing and without pay, to any employee for personal reasons. Such leave of absence shall be subject to the operational requirements of the Home and will not be unreasonably denied.

15.02 Leave for Union Business

The Employer shall grant leave of absence without loss of seniority to not more than two (2) employees at any one time to attend Union conventions or educational sessions, provided that such leave does not interfere with the efficient operation of the Nursing Home. Such leave must be applied for at least three (3) weeks in advance where possible, and all leave for all employee shall not exceed twenty-five (25) working days per year.

During such leave of absence the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

It is understood that an employee on such leave of absence is an employee of the Union for the purposes of the *Ontario Workplace Safety and Insurance Act*.

15.03 Benefits While on Leave of Absence

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Home will continue to pay its' share of the premiums up to twenty-four (24) months while an employee is in receipt of Workplace Safety and Insurance Board benefits.

Notwithstanding this provision, service for vacation for a full-time employee on WSIB shall be in accordance with Article 24.01, *Workplace Safety and Insurance Board*.

Employees on such leave will continue to accrue seniority/service, vacations, pay progressions and benefits as outlined in the collective agreement.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in WSIB benefits.
- (d) For purposes of this provision, it is understood and agreed that absence on weekly indemnity shall be considered a leave with pay where seniority and service shall accrue.

15.04 Jury Duty

When an employee is required to serve on a jury or is required to attend jury selection as a potential juror, he shall be relieved of his duties for such time as it may require, and he shall be paid the difference between his fee as a juror and his earnings for the time lost. It is the employee's responsibility to come in to work at any time during the week that he is not actually required for jury duty or jury selection, or to be present in court. The employee shall make a claim for jury duty pay, in writing, to his supervisor and he shall present proof of service and the amount of payment received.

15.05 Bereavement Leave

Bereavement Leave without loss of pay will be granted to employees for the period of five (5) days in the case of the death of the employee's spouse, same sex partner, or child. Bereavement Leave without loss of pay will be granted to employees for the period of four (4) days in the case of the death of the employee's mother, father, sister, or brother. Bereavement Leave without loss of pay will be granted to employees for the period of three (3) days in the case of the death of the employee's mother/father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild. Such leave shall be for a period of consecutive scheduled workdays, provided such period does not extend more than one (1) day beyond the date of the funeral.

In the event of a delayed internment, an employee may save one of the days identified above for which the employee had qualified to attend the internment without loss of pay.

Within the meaning of this Article, spouse or partner shall mean a person to whom an employee is married or with whom the employee is living in a conjugal relationship of at least one year duration, including a person of the same or opposite sex.

15.06 Leave of Absence for Full-time Union or Public Duty

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and benefits, without loss of seniority and subject to Article 15.03 above, so that the employee may be a candidate in Federal, Provincial or Municipal elections.
- b) An employee who is elected to public office, shall be allowed leave of absence without pay and benefits, subject to Article 15.03 above, during his term of office. Such employee shall retain his seniority accumulated to the date the leave of absence commenced but shall not accumulate any seniority during such leave.
- c) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without pay and benefits and without loss of seniority, for a period of up to 2 years.

15.07 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 self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 16 - BULLETIN BOARDS

- 16.01 A bulletin board shall be available to the Union for the posting of Union notices. All such notices must be submitted to the Employer, Administrator or his designate, for

approval before posting, which approval shall not be unreasonably withheld.

ARTICLE 17 - HOURS OF WORK, OVERTIME, ETC.

17.01 The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week.

17.02 Hours of Work

Unless otherwise specifically agreed to between the parties to this Agreement the regular shift for full-time employees shall be eight (8) consecutive hours per day which includes one-half (1/2) hour unpaid meal period.

17.03 Lunch and Rest Period

Employees shall receive a fifteen (15) minute paid break for each half of a full 7.5 hour shift. For shifts of lesser duration than 7.5 hours, employees shall receive a fifteen (15) minute paid break for each 3-3/4 hours worked.

17.04 Employees unable to report for work are to report to their immediate supervisor as stated in Article 13.06.

17.05 Shift Schedules

Shift schedules for a two (2) week period but no longer than four (4) weeks shall be posted fourteen (14) days prior to the implementation of the schedule. Posted schedule will not be changed without mutual consent.

The vacation schedules will be posted for the vacation period however this will not replace the "posted schedule". All requests will not be unreasonably denied based on minimum requirements to be observed by the Home.

Requests for time off: Before schedules are posted, requests shall be submitted in writing twenty-one (21) days prior to the implementation of the schedule, the Employer will respond in writing to such request within seven (7) days.

After schedules are posted: requests shall be submitted in writing and the Employer shall respond in writing within seventy-two (72) hours.

Notwithstanding Article 19.02 (vacation award), when more than one (1) employee makes a similar request for the same day and time, it shall be awarded by seniority.

17.06 Consecutive Shifts

No employee shall be scheduled to work more than six (6) consecutive days without being given two (2) or more days off work provided however, that the overtime rate of one and one-half (1-1/2) times the employees applicable hourly rate shall be paid for any

days worked over six (6) consecutive days except in the case of an exchange of shift between employees.

- 17.07 a) Overtime
Overtime shall be paid for all hours worked over seven and one-half (7-1/2) in a shift and/or seventy-five (75) hours in a two (2) week work schedule at the rate of time and one-half (1-1/2) the employee's regular rate of pay.
- b) Meal Allowance
An employee who works overtime in excess of two (2) hours at the end of her regular shift and who has not been notified before reporting for work that he will be required to so work, will be provided with a meal.
- c) Time off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at a time mutually agreeable to the employee and the Employer. Such time off shall be equal to the appropriate overtime premium.

- 17.08 Call Back
An employee who has completed her regular shift and has left the Employer's premises and who is called in by the Employer to work outside her regular hours shall be paid a minimum of four (4) hours pay at straight time rates. Except that when such call in extends into the employee's regular shift, she will be paid only for the time actually worked prior to the start of her regular shift.

- 17.09 Shift Exchanges
In the event employees, of their own accord, for their own personal convenience, wish to change shifts with appropriately qualified other employees presently in the employ of the Employer, they shall submit such request twenty-four (24) hours in advance of the proposed change, in writing, to the Director of Nursing for her written approval.

The Employer shall not be responsible or liable for overtime claims and non-compliance with the scheduling provisions that might arise or accrue as a result of the exchange of shifts.

- 17.10 Overtime Rate of Pay
Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

- 17.11 An employee shall obtain permission from his Supervisor before leaving work prior to the normal quitting time.

- 17.12 Reporting Pay
An employee who reports for work at his assigned starting time and who works less than three (3) hours on any day shall be paid at least three (3) hours straight time but this clause does not apply when the Employer is unable to provide work for the employee

because of fire, lightning, power failure, storms, or like causes of work stoppage beyond the control of the Employer. The Employer shall not incur any obligations under this clause where the employee has failed to keep the Employer informed of his current address and telephone number.

17.13 Weekends Off

The Employer will continue its present practice of making every effort to give employees every second weekend off but this will not be taken as a guarantee and is subject to available staff and scheduling considerations.

17.14 Daylight Savings Time

During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for the actual hours worked at the employee's straight time hourly rate of pay.

17.15 (a) Scheduling of available part-time hours by department:

- (i) Part-time employees holding a line shall be scheduled accordingly.
- (ii) Part-time employees not holding a line shall be scheduled on average fifteen (15) hours per week by seniority until no available hours remain, understanding that the least senior employee may not be scheduled fifteen (15) hours. However, they cannot have more than the lowest line holder.
- (iii) All remaining hours to be offered by seniority on a rotating basis.

(b) Hours becoming available after the schedule is posted:

- (i) hours becoming available after the schedule is posted shall be offered in order of seniority on a rotating basis and qualifications to employees who have given their availability for additional hours.

(c) Availability of part-time employees:

- (i) All part-time employees shall submit their availability twenty-one (21) days prior to the implementation of the schedule and part-time employees not holding a line shall include availability for two (2) non-consecutive weekends.
- (ii) When calling in a part-time employee, the Employer shall use up to two (2) telephone numbers on record which may include a cellular phone number.
- (iii) The least senior part-time employee cannot refuse a call-in without a valid reason.

ARTICLE 18 - SHIFT and WEEKEND PREMIUM

18.01 Preference of Shifts

Employees will not be required to split shifts nor to work rotating shifts. The Employer agrees to pay a shift premium of **thirty cents (30 cents)** per hour to employees for each hour worked between the hours of 3:00 p.m. and 7:00 a.m.

18.02 Weekend Premium

Employees shall be paid a weekend premium of an additional **thirty five cents (35 cents)** per hour for all hours worked between Friday at 23:00 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to the regular shift premium.

ARTICLE 19 - VACATIONS AND VACATION PAY

19.01 a) Effective June 2nd, 2019, full-time employees covered by this Agreement shall receive the following vacation with pay on the basis of service as follows:

<u>Service as of July 1st</u>	<u>Vacation with Pay</u>
Under one year	Four percent (4%) of gross earnings for the period worked with time off at the rate of 1 day per month to a maximum of 10 working days
1 year and over	Two (2) weeks
3 years and over	Three (3) weeks
8 years and over	Four (4) weeks
15 years and over	Five (5) weeks
22 years and over	Six (6) weeks with pay in the amount of twelve percent (12%) of gross earnings during the previous year
28 years of service	Seven (7) weeks

19.01 b) Vacation time and pay entitlement for full-time employees working a reduced work schedule of less than 75 hours bi-weekly shall be pro-rated as per the Letter of Understanding re: Full-Time Reduced Work Schedule.

19.01 c) Part-time employees covered by this Agreement shall receive the following vacation with pay on the basis of service as follows:

<u>Service as of July 1st</u>	<u>Vacation with Pay</u>
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less than one year	Four percent (4%) of gross earnings for the period worked with time off at the rate of 1 day per month to a maximum of 10 working days
over 1 year	2 weeks with pay in the amount of four percent (4%) of gross earnings during the previous year
over 3 years	3 weeks with pay in the amount of six percent (6%) of gross earnings during the previous year
over 8 years	4 weeks with pay in the amount of eight percent (8%) of gross earnings during the previous year
over 15 years	5 weeks with pay in the amount of ten percent (10%) of gross earnings during the previous year
over 22 years	6 weeks with pay in the amount of twelve percent (12%) of gross earnings during the previous year
	1 year equals 1500 hours
28 years of service	Seven (7) weeks with pay in the amount of fourteen percent (14%) of gross earnings during the previous year

19.02 Preference in Vacations

Effective commencing for the July 2005 vacation year, the Employer shall notify employees of their vacation entitlement for the vacation year of July 1st to June 30th by April 1st of the prior vacation year.

Employees must submit their vacation requests for the July 1st – June 30th vacation year in writing to the Administrator or designate by April 30th of the prior vacation year.

The time of vacations for each employee each year will be mutually arranged between employees and the Employer provided however, that if there is a dispute over a respective vacation date between employees, seniority of those employees who filed a timely vacation request by April 30th shall be the governing factor within their respective job classifications. An employee submitting a late vacation request cannot utilize her seniority to displace the requests of any employee who submitted a timely request.

An employee who does not submit a request for all of their vacation entitlement by the April 30th deadline does not lose their earned vacation entitlement. The employee's late vacation request may be accommodated subject to staffing availability, but in no event shall a late request supersede the request of an employee who submitted a request by the April 30th deadline.

Vacation requests received after April 30th will be considered on a first come first serve basis, subject to staffing availability.

19.03 Vacation Pay on Termination

Vacation allowance on termination of employee shall be the amount accrued at the date of termination, provided such employee provides at least two (2) weeks notice of her intent to terminate her employment. Otherwise, she shall receive payment in the amount of any unpaid vacation pay to a maximum of four (4%) percent of her gross earnings during the vacation year.

19.04 Unbroken Vacation Period

An employee shall be given up to three (3) weeks of his/her vacation entitlement in an unbroken period. Whenever possible, he/she shall be given up to four (4) weeks in an unbroken period.

19.05 Vacation Pay

Employees shall normally receive their vacation pay on the first pay period following July 1 of each year. Provided at least four (4) weeks' notice is given, an employee may receive her vacation pay at other times of the year to a maximum of the amount of vacation pay accrued to that date.

19.06 Approved Bereavement Leave During Annual Vacation

When an employee submits proof that he qualifies for bereavement leave during his period of annual vacation, there shall be no deduction from accrued vacation credits for such absence. The period of vacation so displaced by such bereavement leave shall not exceed the number of paid bereavement leave days for which the employee would otherwise qualify and shall either be added to the vacation period or reinstated for use at a later mutually agreed date.

19.07 The vacation year shall run from July 1 to June 30 of the following year. At the option of

the Employer, vacation time that has not been taken by the end of the vacation year may be carried over into the next year or cashed out at the employee's hourly rate of pay on June 30. The Employer must give notice of intent to cash out vacation pay not later than May 31.

- 19.08 Part-time employees must take at least two (2) calendar weeks of vacation per year in blocks of not less than one (1) week, in accordance with the vacation scheduling provisions of the collective agreement. Absent the employee's co-operation in this regard, the Employer will schedule the employee's two (2) weeks of vacation.

ARTICLE 20 - PAID HOLIDAYS

- 20.01 a) For full-time employees who have completed their probationary period the Employer shall recognize the following days as paid holidays:

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

- b) Employees during the life of this agreement, shall receive a maximum of twelve (12) paid holidays. The twelfth (12th) shall be taken as a "floating holiday" to be taken in the calendar year, to be chosen by mutual agreement, excluding the months of December and January. The floating holiday shall be replaced by the third (3rd) Monday in February if and when Heritage Day is proclaimed. Any employee who has taken his floating holiday prior to Heritage Day (if proclaimed) shall be considered to have taken his twelfth (12th) paid holiday.
- c) Upon the completion of the probationary period the employee shall be paid for any and all paid holidays for which he has not been paid which fell within the probationary period at the rate of pay that was in effect when the holiday occurred.

20.02 Rate of Pay

Employees eligible for holiday pay shall be credited with pay computed at straight time for the holidays referred to in 20.01.

Holiday Pay for full-time employees working a reduced work schedule of less than 75 hours bi-weekly shall be pro-rated as per the Letter of Understanding Re Full-Time Reduced Work Schedule".

- 20.03 Service to patients is essential. The Union acknowledges that the Nursing Home operates seven (7) days a week and three hundred and sixty-five (365) days a year with the result that staff must be on duty on holidays. The Union further acknowledges that the

Employer must provide minimum staff in accordance with *The Nursing Homes Act, 1972*. Where possible the Employer agrees to reduce staff for statutory holidays so long as its legal obligations are met.

20.04 Qualifying for Holiday Pay

In order to qualify for holiday pay the employee must work his full scheduled shift preceding and immediately following the statutory holiday concerned. However, when an employee is absent from the preceding and/or following shifts due to illness or disability verified by a Medical Doctor's certificate, if requested, the employee will qualify for one (1) days' holiday pay during any one (1) illness or period of disability provided the employee has performed some work within fifteen (15) days on either side of the statutory holiday. Where an alternative day off is selected under Article 20.05 to qualify for holiday pay, the same terms as prescribed above will apply to the scheduled shift preceding and immediately following such alternative day.

An employee who is scheduled to work on a holiday and who does not report for work shall forfeit this holiday pay unless the absence is due to illness as verified by a Medical Doctor's certificate.

20.05 Subject to 20.04, an employee who is required to work on any of the named holidays of 20.01 will, if the employee agrees, receive either:

- a) Pay at the rate of time and one-half (1-1/2) the employee's regular rate for work performed on such holiday in addition to the employee's regular pay,

or

- b) Pay at the rate of time and one-half (1-1/2) the employee's regular rate for work performed on such holiday and an alternative day off with pay for such day at the employee's regular rate, such alternate day to be scheduled at a mutually agreeable date within ninety (90) days following the holiday. When a mutual agreement cannot be achieved, the Department Head will schedule the day off.

20.06 Compensation for Holidays Falling on Scheduled Day Off

If one of the above-named holidays occurs on an employee's regular day off or during his vacation period, the employee shall receive an additional day off in lieu thereof within thirty (30) days either side of the holiday unless otherwise arranged between the employee and the Supervisor or a day's pay.

ARTICLE 21 - HEALTH & WELFARE

21.01 Eligibility for Benefits

All new employees or employees who become eligible for benefits shall be advised of the rules respecting the time frame for enrolling in the benefit plan.

- 21.02 (a) The Employer agrees to pay the indicated percentages of the following items for regular full-time employees (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans through payroll deductions.
- (b) The Employer's share of the premium costs of the health and welfare benefits under Article 21 and the sick leave benefit received will be pro-rated for full-time employees working a reduced schedule of less than 75 hours bi-weekly as per the Letter of Understanding re: Full-Time Reduced Work Schedule.

21.03 Life Insurance

The Employer shall pay one hundred percent (100%) of the billed rate of premium of a group life insurance plan giving each employee at least one times their annual salary rounded up to the next one thousand dollars.

21.04 Major Medical Plan

The Employer shall pay eighty percent (80%) of a major medical plan (Programmed Insurance Brokers) for all employees electing coverage and will provide for generic substitution unless specifically prescribed by doctor. The major medical plan will include vision care and eye glasses coverage. Vision Care, as per Policy 50118 Div. 425, providing a maximum benefit of \$300.00 every twenty-four (24) months, effective as of May 31, 2021. Physiotherapy treatment-Effective May 31, 2021 maximum reimbursement is \$350 payable for each participant per calendar year.

21.05 Drug Plan:

The Major Medical will include a Drug Plan with a \$5.00 dispensing fee cap and a \$2.00 deductible per prescription, along with the introduction of a Drug Card. Positive Enrolment to be included. The Drug Plan will be subject to an annual cap of \$2,000.00 per annum per insured individual.

21.06 Dental Plan

Effective as of June 1st, 2019, and the 1st month following satisfaction of enrolment requirements and subject to requirements of the carrier, eligible employees who have so elected shall be entitled to participate in a Group Dental Plan (equivalent to Blue Cross Plan No. 9) based on a lag of no more than one year with respect to the ODA schedule with O.D.A. rates with a cap of \$1500/annum/insured person.

Such plan will provide for a 9-month routine recall coverage. The Employer shall contribute seventy-five (75%) of the billed premium of the eligible participating employees under the Plan in the employment of the Employer. Fluoride treatments are to be covered only for persons under the age of 18.

21.07 Sick Leave Plan

- i) The Employer will pay 100% of the billed premiums of a Weekly Indemnity Plan for employees, which Plan will cover legitimate personal illness or injury for weeks one (1) through two (2) of any legitimate personal injury or illness. The Plan will be integrated with the E.I. standards and provide a weekly benefit for weeks one (1) of sixty-six and two-thirds percent (66-2/3%) of straight time scheduled wages lost to the E.I. maximum. The specific entitlement referred to above is subject to the details contained in the Plan.
- ii) The employee may apply for E.I. sick leave benefits for weeks two (2) through seventeen (17) of any legitimate illness or injury. Where an employee is in receipt of unemployment insurance sick leave benefits hereunder, the Employer will supplement the amount of such benefits received by the employee by such amount that the amount of unemployment insurance sick leave benefits received by the employee, together with the supplementation of the Employer, will equal sixty-six and two-thirds percent (66-2/3%) of straight time scheduled wages lost to the E.I. maximum.
- iii) The Employer will pay 100% of the billed premium of a Weekly Indemnity Plan for employees, which Plan will cover legitimate personal illness or injury for weeks eighteen (18) through thirty-five (35) of any legitimate personal injury or illness. The Plan will be integrated with the E.I. standards and provide a weekly benefit for weeks eighteen (18) through thirty-five (35) of sixty-six and two-thirds percent (66-2/3%) of straight time scheduled wages lost to the E.I. maximums. The specific entitlement referred to above is subject to the details contained in the Plan.
- iv) Employees absent from work due to illness or injury where such absence exceeds two (2) days, are required to keep the Employer informed of their status on a current basis. The employee shall contact her Employer on a required frequency as set out by the Employer.
- v) If the sick leave provision qualifies for E.I. premium reduction, the employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of benefits contained in this Agreement.
- vi) Proof of illness may be required for an illness of three (3) days or more. However, where the Employer questions the legitimacy of the absence, the Employer may require proof of illness for any absence.

- vii) Sick leave credits for each employee existing as of one (1) month following the ratification of the March 20, 1996 Memorandum of Settlement by both parties shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized in lieu of the Weekly Indemnity Plan outlined in (i) above, to cover legitimate personal illness or injury for weeks one (1) through two (2) of any legitimate personal injury or illness to the maximum of the sick leave credits available to the employee in his bank.
- viii) Upon the request of an employee who is absent due to legitimate personal illness or injury and is awaiting the processing of her weekly indemnity or E.I. claim, the Employer will advance to the employee, payment equivalent to the benefit she would receive under the Weekly Indemnity Plan or E.I. Payment of such advance under this Article would only be provided if the employee provides evidence of illness satisfactory to the Employer and a written undertaking in a form satisfactory to the Employer and a written undertaking in a form satisfactory to the Employer that any payments received from the Weekly Indemnity Plan or E.I. will be refunded to the Employer immediately upon receipt. The Employer may offset or deduct the monies paid as an advance to the employee under this section from wages or other payments owing to the employee by the Employer.
- ix) It is understood that absence on weekly indemnity shall be considered a leave with pay for purposes of the "Benefits While on Leave of Absence" provision under Article 15.03. It is further understood that the absence on E.I. sick benefit shall be considered a leave without pay for purposes of the "Benefits While on Leave of Absence" provision under Article 15.03.

Notwithstanding the foregoing, seniority for purposes of job postings, layoffs, recalls and preference in vacation scheduling shall accumulate during an absence on E.I. sick benefits.

21.08 The Nursing Homes and Related Industries Pension Plan

- i) Commencing June 1, 1996, each eligible employee covered by this Collective Agreement shall contribute from each pay an amount equal to two percent (2%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being two percent (2%) of applicable wages.

Effective July 1, 2003, each eligible employee covered by this Collective Agreement shall contribute from each pay an amount equal to three percent (3%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being three percent (3%) of applicable wages.

Effective April 22, 2014, each eligible employee covered by this Collective Agreement shall contribute from each pay an amount equal to four percent (4%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

- ii) The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked, including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- iii) "Eligible Employees" shall mean all full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.
- iv) The Employer and employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are owing.
- v) 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 obliged to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.
- vi) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act 1987, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.
- vii) It is understood and agreed that the Employer will have no responsibility for managing the Nursing Homes and Related Industries Multi-Employer Pension Plan (hereinafter called the Plan), and the Employers financial obligation is limited to making contributions and deductions in accordance with the Collective Agreement and forwarding those to the Plan. The Employer shall provide the Plan Administrator with all information required pursuant to the *Pension Benefits Act*, 1987, on a timely basis, in line with point 4 below.

The conditions precedent to the Employer agreeing to participate in the Plan are as follows:

1. The Union and the Employer understand and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Pension Plan but is required to contribute only that amount as required by the Collective Agreement then in force between the parties.
2. It is understood and agreed by the Parties that should the current Pension legislations and/or regulations be changed to the extent 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 obligation exceeds that which the Employers would have if the Plan were a defined contribution plan.

3. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer's, for and on behalf on their employees, to the Plan will be invested in accordance with the applicable legislation.

The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or as is required by law, whichever is more frequent.

4. The information pursuant to 21.01 (e)(vi) of the Collective Agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event 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 Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee by Article 21.01 (c)(vi) of the agreement are:

- A) To Be Provided Once Only at Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Remittance
 - Seniority List (for the purpose of calculations past service credit)
- B) To Be Provided With Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings

- C) To Be Provided Once, and If Status Changes
Address as Provided to the Home
Termination Date When Applicable
- D) To Be Provided If They Are Readily Available
Gender
Marital Status

It is understood that the Employer may, at any time, substitute another carrier for any plan (other than OHIP), provided that the level of benefits conferred thereby are not in total decreased.

- 21.09 At the request of the Union, the Employer will provide the Union with a copy of the Master Policy for the benefit programs contracted for and in effect for employees covered herein. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay its portion of the billed insurance premiums as negotiated.

ARTICLE 22 - UNIFORM ALLOWANCE

- 22.01 The Employer agrees to provide and launder, free of charge, all uniforms and other wearing apparel required to be worn by employees at the request of the Employer, or in the alternative, effective July 1, 1990, the Employer shall pay a monthly uniform allowance of ten dollars (\$10.00). Effective October 1, 2004, the monthly uniform allowance will be increased to eleven dollars (\$11.00). The monthly uniform allowance will be accumulated and paid as a lump sum, once per annum, in September. Employees absent for more than three (3) months will not receive uniform allowance during the balance of such leave.

ARTICLE 23 - PREGNANCY AND PARENTAL LEAVE

- 23.01 Pregnancy and Parental Leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

23.02 Pregnancy Leave:

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

The employee shall give the employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, and furnish the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- c) The employee shall give at least two (2) weeks' written notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this article upon giving the Employer four (4) weeks written notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 23.09, Parental Leave.

23.03 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 section 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplement unemployment 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 twenty (20) 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.

An employee who does not apply for leave of absence under Article 23.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 23.02 (a) upon providing the Employer before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

23.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life and other benefits included and prescribed by the *Employment Standards Act*, unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

23.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. With the exception of any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to their former position, on the same shift(s), in the same department and at the current rate of pay.

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

23.06 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and weekly indemnity plan cannot be used.

23.07 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

23.08 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 23.09 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice in writing, that she intends to take parental leave.

23.09 Parental Leave

- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to Parental Leave.
- b) A "parent" includes: The natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- c) Parental Leave must begin no later **sixty-three (63) weeks** after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental Leave shall be granted for up to **sixty-one (61) weeks** in duration if the employee also took pregnancy leave and **sixty-three (63) weeks** in duration if she did not.
- d) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks' written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- e) For the purpose of Parental Leave under Article 23.09 - Parental Leave, the provisions under the 23.01, 23.04, 23.05, 23.06, 23.07 and 23.08, shall also apply.

23.10 Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(b)(i) of the Employment Insurance Act.

ARTICLE 24 – WORKPLACE SAFETY AND INSURANCE BOARD

- 24.01 a) The Employer shall continue to pay its' share of any premiums for health and welfare benefits for up to twenty-four (24) months from the date of injury.
- b) The employee will not be eligible for paid holidays, vacation pay, or any other benefits of this Agreement, except as herein specified, during any absence covered by the Workplace Safety and Insurance Board except if specifically designated under the *Ontario Workplace Safety and Insurance Act*.
- c) Where a full-time employee with more than one (1) year of service returns to work within fifty-two (52) consecutive weeks of the date of injury, time paid by the Workplace Safety and Insurance Board shall be considered as equivalent time worked for current year's vacation entitlement.
- d) Provided that the full-time employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time paid by WSIB shall be considered as equivalent time worked for future years' vacation entitlement under the terms of the Agreement.
- 24.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.
- 24.03 In the case of an absence due to compensable accident where the anticipated length of such absence is one (1) month or more, the Employer will post notice of the temporary vacancy in accordance with the job posting procedure of this Agreement. Where the anticipated absence is less than one (1) month, the Employer may fill the position at his discretion.
- 24.04 The injured employee shall have a period of two (2) years from the injury within which she shall preserve the seniority which she had accrued up to the time of the accident and within which she shall have the right to return to work in accordance with 24.05 below,

upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

- 24.05 If an employee returns to work within the two (2) year period mentioned in Article 24.04 above, she shall be returned to her former permanent position, if it still exists. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions, if they still exist.

Where the Employer has hired a new temporary employee to fill any of the vacancies as a result of the above absences, the employee shall be released and the release or discharge of such persons shall not be the subject of a grievance or arbitration. It is further understood that the employment of such temporary employees will not exceed the absentee's leave under any other circumstances and the release or discharge of such persons shall not be the subject of a grievance or arbitration.

- 24.06 If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work exists within the Nursing Home, the parties agree to meet to explore methods to expedite the return to work of such employee. Both parties acknowledge the mutual benefit in expediting the employee's return to work. Any agreement reached between the Employer and the Union resulting from such meeting will take precedence over this Collective Agreement.

ARTICLE 25 - CLASSIFICATION AND WAGES

- 25.01 (a) The Employer will classify employees and will pay hourly rates in accordance with Appendix "A" attached which forms part of this Agreement. All benefits and indirect monetary entitlements for employees regularly working less than thirty-seven and one-half (37-1/2) hours per week and more than twenty-four (24) hours per week will be pro-rated.
- (b) 1. Employees regularly scheduled as per Article 1.02 (b) shall be eligible to participate in the insured benefits and weekly indemnity program on a pro-rated basis.
2. The premiums for Insured Benefits and Weekly Indemnity who opt into the benefit plan shall pro-rate on the basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.
- (a) The calculation of proration percentage shall be determined by dividing the hours worked in the previous pre-determined six (6) month period by 975 and then multiplying by 100.

- (b) The pre-determined six (6) month period shall coincide with the pay period ending around June 30th and December 31st and the re-calculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st. There shall be a total of thirteen (13) pay periods in each period. The Employer will post a notice on the employee bulletin board, identifying the monthly premium cost, every 6 months or as the cost is amended by the Carrier.
- (c) Hours paid in calculating proration formula will include WSIB and Weekly Indemnity.
- (d) When an employee is on Pregnancy or Parental Leave and she returns to her former position, unless she receives a notice of layoff, the prorate percentage she had at the commencement of the leave and shall remain in effect upon her return, until the next period and then will be adjusted accordingly, subject to clause (b) above.

New Hires

The prorate percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full pre-determined six (6) month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance the Pro Rata percentage shall be adjusted as soon as practically possible following successful completion of the trial period.

25.02 Pay Days

The Employer agrees that barring unforeseen circumstances, employees will be paid every two (2) weeks on Tuesday of the pay week.

25.03 (a) Pay on Temporary Transfers - Higher Rated Job

When an employee is required by the Employer to substitute or relieve in a higher rated job for a period of one shift or longer, such employee shall be entitled to the rate of pay established for the applicable position during the period of substitution.

(b) Pay on Temporary Transfers - Lower Rated Job

An employee temporarily assigned to a position paying a lower wage shall not have his rate reduced during such period of employment; notwithstanding the foregoing, this provision is not applicable where employees apply for or otherwise request temporary transfer to a lower paying vacant position or where an employee elects to temporarily bump into a lower paying classification in

accordance with the layoff provision.

(c) Pay on Permanent Transfers – Higher Rated Job

If an employee is transferred or reclassified to a higher rated classification, the employee shall be placed on the wage level of the higher rated classification which first represents an increase above the employee's current wage rate. Service for wage progression within the higher rated classification shall date from the date the transfer becomes effective.

(d) Pay on Permanent Transfers – Lower Rated Job

If an employee is transferred to a lower rated job due to a job posting, a reduction in staff, the inability to perform her work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 2, the employee shall be placed on the corresponding wage level (i.e. service step) at the employee's current wage level. Service for wage progression within the lower rated classification shall date from the date that the transfer became effective.

25.04 Part-Time Employee Benefits

Notwithstanding any other provision of this Agreement it is understood and agreed that with respect to part-time employees as set out in Article 1.02 (c);

- (i) Effective December 31, 2017, the Employer shall provide a benefit allowance of eight and one-half per cent (8.5%) per hour for each hour worked in lieu of benefits and holiday pay which are available to full-time employees under the terms of the Agreement;

It is understood that where a part-time employee works on a designated holiday listed in Article 20.01 (a), the part-time employee shall be paid 1-1/2 times her regular rate of pay for each hour worked.

- (ii) The benefit allowance referred to in (i) above applies only to persons regularly employed for twenty-four (24) hours per week or less.

- (iii) the wage progression for part-time employees shall be established accordingly:

1500 hours = 1 year

- (iv) The in-lieu payment is not payable until the part-time employee has successfully completed the probationary period.

25.05 RPN Responsibility Allowance:

Where there is neither an RN or a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the RPN will be designated to be in charge of the building and will receive a responsibility allowance of seven dollars and fifty cents (\$7.50) per shift.

25.06 Job Descriptions

The Employer will make job descriptions available to all bargaining unit employees. Subsequent changes thereto, shall be explained at a meeting of the Labour-Management Committee for the benefit of the union and its membership.

ARTICLE 26 – IN SERVICE EDUCATION

Both the Employer and the Union recognize the joint responsibility and commitment to provide and participate in, in-service education. When an employee is required by the Employer to attend a mandatory in-service program outside her scheduled working hours and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay.

ARTICLE 27 - GENDER

27.01 Where used in this Agreement and where applicable, the male pronoun shall be deemed to include the female pronoun.

ARTICLE 28 - HEALTH AND SAFETY

28.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.

28.02 A joint management and employees Health and Safety Committee shall be constituted, pursuant to the terms and regulations of the *Health and Safety Act of Ontario*.

- 28.03 a) The Employee will adhere to the Acts which govern Health and Safety
- b) The Employer will offer union representation when meeting an employee with regards to a Return to Work Plan
- c) The representatives will be paid their time to attend the Health and Safety Certification Program Level I & II, and the employee/Employer will agree to look at and attend the most convenient and economical for the parties. If required, the Employer will cover the hotel, meals and transportations.
- d) The representatives will agree to serve a minimum term of three (3) years.

ARTICLE 29 - RENEWAL, AMENDMENT AND TERMINATION

29.01 This Agreement, which supersedes any previous agreement, express or implied, shall continue in effect until December 31, 2023, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

29.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

ARTICLE 30 – RETROACTIVITY

Unless otherwise expressly provided, all items awarded shall be effective the date of the Award by **John Stout April 8, 2021**. Retroactivity shall be paid within three (3) full pay periods following the issuance of this Award. Retroactivity will be paid for all hours worked and paid for by the Employer to all employees who were employed at the time the collective agreement expired and to those hired since. Employees who left the Employer will be contacted by registered mail within the timetable above at their last known address and will have thirty (30) days from the date of the mailing to claim their retroactive payment, which payment will be made within thirty (30) days of receipt of the claim.

DATED AT Lancaster, Ontario this 28 day of November, 2023.

FOR THE EMPLOYER

Nicole Gurnsey
Nicole Gurnsey (Nov 29, 2023 13:26 EST)

FOR THE UNION

Julie Lefebvre
Julie Lefebvre (Dec 3, 2023 13:46 EST)

Kelly Savage
Kelly Savage (Nov 30, 2023 17:29 EST)

M. McIntosh

APPENDIX "A"
PAY EQUITY AGREEMENT
BETWEEN
LANCASTER LONG TERM CARE
(the Employer)
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2453
(the Union)

The Pay Equity Agreement applies to all the employees represented by the Union, employed by the Employer.

The Parties agree that the classifications in the Collective Agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The Parties agree that the 3% payment in 1995 which exceeded the Employer's minimum obligation by 2% carries forward and captures the obligations up to and including December 31, 2000.

The adjustments in the *Memorandum of Settlement* dated October 3rd, 2001, resolve all current outstanding issues of Pay Equity and the obligations under the Proxy Pay Equity Plan for 2001, 2002, 2003.

The Parties further agree that the following additional Pay Equity adjustments resolve the remaining Pay Equity obligations and will be paid on the following dates:

Effective July 1, 2004: ten cents (10¢) per hour
Effective July 1, 2005: ten cents (10¢) per hour
Effective July 1, 2006: ten cents (10¢) per hour

Any new classifications that may be created in the bargaining unit shall be deemed to achieve Pay Equity through the application of the "new classification" clause of the Collective Agreement, which is set out below.

The Parties agree that there shall be no requirement for a Pay Equity adjustment at times other than those as identified in the *Memorandum of Settlement*.

Pay Equity Agreement, continued

The Parties agree that this Agreement satisfies any and all requirements of the *Pay Equity Act*.

SIGNED this 3rd day of October, 2001.

FOR THE EMPLOYER

"R Veenstra"

"Diane Morin"

FOR THE UNION

"Nicole Sinnott"

"Barbara Depuis"

"Irene Geneau"

"Susan Yuile Assaly"

New Classification:

When a new classification (which is covered by the terms of this Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the Parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the Agreement, within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

If the matter is not resolved following the meeting with the Union, the matter may be referred to Arbitration as provided in the Agreement, within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be), shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The Parties further agree that any change mutually agreed to or awarded as a result of Arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

APPENDIX "B"
CLASSIFICATION AND WAGES

Lancaster LTC Residence CUPE Wage Grid 2022-2023

Classification	Step	01-Jan-21	01-Jan-22 3.50%	22-Apr-22 \$3.00/hr	01-Jan-23 3.50%
Dietary, Laundry, Housekeeping	Start	\$20.21	\$20.92		\$21.65
	450 Hours	\$20.62	\$21.34		\$22.09
	1500 hrs PT,				
Cook 2,	1 year level	\$20.98	\$21.71		\$22.47
	3000 hrs PT,				
Activity Aide	2 year level	\$21.36	\$22.11		\$22.88
Nurses Aides (PSW)		\$20.98	\$21.71	\$24.71	\$25.57
Restorative Care	Start	\$20.60	\$21.32		\$22.07
	450 Hours	\$21.03	\$21.77		\$22.53
	1500 hrs PT,				
	1 year level	\$21.65	\$22.41		\$23.19
	3000 hrs PT,				
	2 year level	\$21.74	\$22.50		\$23.29
Cook 1	Start	\$20.60	\$21.32		\$22.07
	450 Hours	\$21.73	\$22.49		\$23.28
	1500 hrs PT,				
	1 year level	\$22.24	\$23.02		\$23.82
	3000 hrs PT,				
	2 year level	\$22.65	\$23.44		\$24.26
FSS	Start	\$23.04	\$23.85		\$24.68
	450 Hours	\$23.54	\$24.36		\$25.22
	1500 hrs PT,				
	1 year level	\$23.97	\$24.81		\$25.68
	3000 hrs PT,				
	2 year level	\$24.44	\$25.30		\$26.18

Activity Co- Ordinator	Start	\$22.41	\$23.19	\$24.01
	450 Hours	\$22.92	\$23.72	\$24.55
	1500 hrs PT, 1 year level	\$23.35	\$24.17	\$25.01
	3000 hrs PT, 2 year level	\$23.81	\$24.64	\$25.51
Maintenance	Start	\$21.79	\$22.55	\$23.34
	450 Hours	\$22.29	\$23.07	\$23.88
	1500 hrs PT, 1 year level	\$22.72	\$23.52	\$24.34
	3000 hrs PT, 2 year level	\$23.19	\$24.00	\$24.84
R.P.N.	Start	\$24.77	\$25.64	\$26.53
	450 Hours	\$25.25	\$26.13	\$27.05
	1500 hrs PT, 1 year level	\$25.68	\$26.58	\$27.51
	3000 hrs PT, 2 year level	\$26.17	\$27.09	\$28.03

Between

Lancaster Long Term Care

And

Canadian Union of Public Employees
and its Local 2453

Re: Nurse Aide Vacancies / PSW Qualifications

This Letter of Understanding applies notwithstanding any provision to the contrary in the Collective Agreement.

- (a) The Parties agree, that except as provided for expressly in sub-paragraph (b) below, the required qualifications for a Nurse Aide vacancy includes the possession of a current PSW or HCA certificate. An applicant who does not possess either a PSW or HCA certificate but is actively enrolled in the PSW course will not be considered qualified for a Nurse Aide vacancy, but if there are no qualified applicants, may be considered in accordance with Article 14.02 of the Collective Agreement.
- (b) Notwithstanding (a) above, those full-time Nurse Aides who as at June 17, 2004 {the date of ratification of the Memorandum of Settlement} do not possess a PSW or HCA certificate will be deemed to be qualified for a full-time Nurse Aide vacancy that arises for a different shift. For greater specificity, those full-time Nurse Aides to whom this sub-section (b) applies are listed below:

Rita Leblanc
Monique Fortin-Lavigne
Lucie Sinnott

- (c) The Parties agree that in extenuating circumstances where the Employer hired a Nurse Aide who does not possess a PSW or HCA certificate, it is a condition of continued employment for any such Nurse Aide hired by the Employer, that she shall take and successfully complete the first available Personnel Support Worker certification course. This certification must be completed within twelve (12) months of hire as a Nurse Aide. Where a Nurse Aide fails to complete such certification requirements, she will be terminated from the employ of the Employer. Such termination shall not be the subject matter of the grievance or arbitration procedure.

Letter of Understanding #3,
Nurse Aide Vacancies / PSW Qualifications, Page 2

It is understood that the Employer will not pay the cost of the Health Care Aide or Personal Support Worker certification course.

For greater certainty it is agreed that this sub-section (c) applies to any future Nurse Aides hired and applies to Laurie Lavigne.

SIGNED in Lancaster, Ontario this 28 day of November, 2023.

FOR THE EMPLOYER

Nicole Gurnsey
Nicole Gurnsey (Nov 29, 2023 13:26 EST)

FOR THE UNION

Julie Zylber
Julie Zylber (Dec 1, 2023 13:45 EST)

Kelly Savage
Kelly Savage (Nov 30, 2023 17:29 EST)

Matthew...
