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COLLECTIVE AGREEMENT

between

UNIONVILLE HOME SOCIETY

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3744**

(hereinafter referred to as "The Union")

JANUARY 1, 2021 – TO – DECEMBER 31, 2023

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	3
ARTICLE 2 – RECOGNITION	3
ARTICLE 3 – UNION MANAGEMENT COMMITTEE	5
ARTICLE 4 – WORK OF THE BARGAINING UNIT	6
ARTICLE 5 – MANAGEMENT RIGHTS	7
ARTICLE 6 – DEFINITION OF EMPLOYEE STATUS	7
ARTICLE 7 – CHECK-OFF	8
ARTICLE 8 – GRIEVANCE PROCEDURE	8
ARTICLE 9 – ARBITRATION	9
ARTICLE 10 – DISCIPLINE AND DISCHARGE	10
ARTICLE 11 – SENIORITY	11
ARTICLE 12 – LAYOFFS AND RECALLS	13
ARTICLE 13 – JOB POSTINGS	15
ARTICLE 14 – HEALTH AND SAFETY	17
ARTICLE 15 – LEAVES OF ABSENCE	18
ARTICLE 16 – HOURS OF WORK	23
ARTICLE 17 – OVERTIME AND PREMIUM-PAID HOURS	25
ARTICLE 18 – RATES OF PAY AND PAYROLL PROCEDURES	26
ARTICLE 19 – PAID HOLIDAYS	27
ARTICLE 20 – VACATION	29
ARTICLE 21 – PENSION AND INSURED BENEFITS	31
ARTICLE 22 – GENERAL PROVISIONS, PROCEDURES AND INTERPRETATION	32
ARTICLE 23 – TERM OF THE AGREEMENT	34
ARTICLE 24 – RETROACTIVITY	34
CLASSIFICATIONS AND WAGE SCALES – APPENDIX "A"	37
INSURED BENEFIT PROGRAMS – APPENDIX "B"	39
PENSION PLAN – APPENDIX B-1	42
LETTER OF UNDERSTANDING	45
Re: Parking Fees	45
LETTER OF UNDERSTANDING	46
Re: Surge Learning	46

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to maintain the harmonious relationship between the Employer, its employees and the Union and to provide an amicable method of settling any difference or grievances, which may arise with respect to matters, covered by this Agreement. Further, it is the intent and purpose that the Employer, its employees and the Union co-operate to continue to provide a high level of service and quality care to the Residents of the Home.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer agrees to recognize the Canadian Union of Public Employees Local 3744 as the sole and exclusive bargaining agent of all the employees of Unionville Home Society in the City of Markham, save and except supervisors, persons above the rank of supervisor, professional medical staff, registered nurses, graduate nurses, and office and clerical staff.

- 2.02 The Employer agrees that a Local Union representative will be given opportunity to meet with each newly hired employee during the employee's orientation period without loss of regular earnings for the purpose of advising each employee of the existence of the Union and of his/her rights and obligations under the terms of this Agreement. Such interview shall not exceed fifteen (15) minutes in duration and shall take place on the Employer's premises at a time and location designated by the Employer.

The Employer agrees to advise the Local Union representative in writing one (1) week prior to the meeting the date, time and location of the meeting.

- 2.03
- a) The Union shall have the right at any time to have the assistance of a designated National Representative of CUPE when dealing with or negotiating with the Employer. The representative shall have reasonable access to the Employer's premises upon notification to the Employer in order to handle grievances, attend meetings, and deal with matters arising out of this Collective Agreement.
 - b) Stewards shall have the right to investigate and process grievances arising under this Collective Agreement for reasonable periods of time, as determined by the supervisor, during their working hours, without loss of pay, provided they first get permission from the supervisor and report back to the supervisor when finished Union business. Such permission shall not be unreasonably withheld. Stewards shall not leave the Employer's premises during such time.
 - c) For the purpose of conducting the business, referred to at paragraphs a) and b), above, the Employer shall designate, for each occasion, a private meeting area and all such business shall be conducted in that area.

- 2.04 The Employer will recognize as stewards not more than five (5) employees. The Union shall notify the Employer in writing of the names of such employees and any changes as they occur. The Employer shall not be obliged to recognize any steward until it has been notified in writing.
- 2.05 The Employer agrees to recognize a Union Grievance Committee composed of one (1) steward and the Local Union President.
- 2.06 Representatives of the Union shall not suffer any loss of pay or benefits for time involved in processing a grievance, in meetings with the Employer, up to but not including the arbitration hearing or other similar hearings pursuant to Section 48, 49 and 50 of the Labour Relations Act. Subject to the operational requirements of the Home, every effort will be made by the Employer to permit employee Union Representatives to be absent from work without pay to attend such hearings.
- 2.07 For purposes of conducting negotiations with the Employer for the renewal of a Collective Agreement, the Employer agrees to recognize up to three (3) Bargaining Unit employees, who have successfully completed their probationary period, as members of the Union's negotiating committee. The Employer will provide the necessary time off without loss of pay and benefits to such employees for up to seven and one-half (7½) hours pay per employee, per day, for all time spent in negotiating meetings with the Employer, up to but not including Arbitration. Such employees are to arrange for their own time off directly with their supervisor.
- 2.08 The Employer and the Union agree that there shall be no discrimination with respect to any employee because of his membership or non-membership in the Union.
- 2.09 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.**
- The employee rights set out above shall be interpreted within the context of the Ontario Human Rights Code.**
- 2.10 No employee shall be required or permitted to make any written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 3 – UNION MANAGEMENT COMMITTEE

- 3.01 The Employer and the Union agree to the establishment of a Union Management Committee consisting of four (4) representatives from each party.
- 3.02 The CUPE National Representative servicing this unit shall be permitted to attend, if available. A non-employee Representative of the Employer shall also be permitted to attend these meetings.
- 3.03 The purpose of such Committee is to promote understanding, co-operation and discussion regarding issues of mutual interest and concern and to attempt, where possible, to resolve problems in the best interests of Residents, employees and Employer in a non-adversarial manner.
- 3.04 Administrative procedures such as agendas, minutes and structure shall be by mutual agreement.
- 3.05 The Committee shall meet at least once every two (2) months unless otherwise agreed to between the parties. The time and place for such meetings shall be determined by mutual agreement. Employees shall not suffer loss of pay for attending such meetings.
- 3.06 The Committee shall not have jurisdiction over wages, grievances or collective bargaining issues.
- 3.07 The Committee shall not supersede the activities of committees pursuant to this Collective Agreement and does not have the power to bind either the Union or its members, or the Employer to any decisions which conflict with the explicit provisions of this Collective Agreement.
- 3.08 Workload issues may be placed on the Committee's agenda by either party.
- In the event that the Employer assigns a workload to an individual or group of employees, such that he/she/they have cause to believe that he/she/they are being asked to perform work of a quality or in a manner that is inconsistent with proper standards for client/resident care, he/she/they shall:
- a) Promptly discuss the issue with his/her/their Manager or designate. If the issue remains unresolved, the employee(s) shall document the issue in writing to the Manager within ten (10) calendar days of the alleged improper assignment.
 - b) Written response will be provided to the employee(s) and a copy to the Union, within ten (10) calendar days.
 - c) Failing resolution of the issue and within ten (10) calendar days of the written response, the Union may forward the matter in writing at least one (1) week before the Union Management Committee. The workload concern will become an agenda item for discussion at the meeting.

- d) The written workload concern shall include the following particulars: date filed and with whom; date/time of occurrence(s); summary of issue; client information as needed to initiate a resolution; suggested recommendations for resolution.
- e) Written response will be provided to the employee(s) within ten (10) calendar days of the Union Management Committee.
- f) Both the written workload concern and the written response shall be attached to and form part of the Minutes of the Union Management Committee meeting where the concern was discussed.

ARTICLE 4 – WORK OF THE BARGAINING UNIT

- 4.01 Employees whose jobs are not in the Bargaining Unit shall not perform work of the Bargaining Unit except in cases of emergencies, in instances where employees in the Bargaining Unit are not immediately available, or for training purposes.
- 4.02 It is understood and agreed, notwithstanding the provisions of Article 4.01 herein that the Employer shall continue to use the services of volunteers within the Home.
- 4.03 Where private care providers are paid for by the Residents, their families or friends, the parties agree that the use of such persons is not in contravention of Article 4.01, herein.
- 4.04 Where regular staff are not available to perform work, the parties agree that the use of private patient care providers may be engaged by the Home, and such engagements shall not be in contravention of Article 4.01, herein.
- 4.05 The Employer shall not contract out any work usually performed by members of the bargaining unit if a layoff of any employee results from such contracting out.
- 4.06 Job descriptions shall be provided for all bargaining unit positions. It is agreed that job descriptions may be reviewed by the Union/Management Committee for discussion purposes.

ARTICLE 5 – MANAGEMENT RIGHTS

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

- a) To determine and establish standards, policies and procedures for the care, welfare, safety and comfort of the residents of the Home;
- b) To maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations;
- c) To establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs;
- d) To hire, transfer, lay-off, promote, demote, classify and assign duties and determine shifts;
- e) To discharge, suspend or otherwise discipline employees for just cause;
- f) To plan, direct, and control the work of the employees and the operations of the Home; and

To determine the number of employees who are permitted to be absent from the workplace for Vacation Periods and Statutory Holidays and other similar leaves of absence.

5.02 The Employer agrees that the rights set out herein shall be exercised in a manner consistent with the requirements of the Collective Agreement.

ARTICLE 6 – DEFINITION OF EMPLOYEE STATUS

6.01 Employees within the Bargaining Unit shall be classified according to the following criteria:

a) Regular Full Time Employee

An employee who is regularly scheduled to work more than forty-five (45) hours within a two-week pay period.

b) Regular Part Time Employee

An employee who is regularly scheduled to work forty-five (45) hours or less within a two-week pay period.

c) Casual Employee

An employee who is called in for a specific period of time, as the need arises, or provides relief and who normally works forty-five hours (45) or less within a two week pay period.

ARTICLE 7 – CHECK-OFF

- 7.01 The Employer shall deduct from every employee, within the Bargaining Unit, each pay period, Union dues in an amount as directed by the Union to the Employer, in writing. Union dues are to be taken starting from the employee's date of hire.
- In addition, the Union shall be notified of all promotions, demotions, hirings, layoffs, recalls, transfers, resignations, retirements, deaths or other terminations of employment in the bargaining unit.
- 7.02 Deductions shall be forwarded in one (1) cheque to the National Secretary-Treasurer of the Union immediately following the first full pay period of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, classifications and number of hours paid of employees from whose wages the deductions have been made, a copy of which shall be forwarded to the Union.
- 7.03 The Employer agrees that they will indicate the amount of Union dues deducted on each employee's T-4 slip.
- 7.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 A grievance is defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 8.02 The parties to this agreement agree that it is their mutual desire to satisfactorily resolve complaints and grievances as quickly as possible. To this end an employee who has a complaint or concern will not have a grievance until he first discusses it with his supervisor.
- 8.03 Failing the resolution of an employee complaint or concern, the matter shall be processed as a grievance in accordance with the procedure as prescribed herein. In order to be processed, a grievance shall be put in writing, setting out the nature of the grievance, the Articles of the Collective Agreement that may have been violated and the redress sought.

The steps to resolve the grievance are as follows:

STEP 1

The aggrieved employee will submit the grievance to his immediate Supervisor within ten (10) **working** days of when the employee became aware or should have become aware of the incident or occurrence giving rise to the grievance. The Supervisor will attempt to settle the grievance and shall reply in writing within ten (10) **working** days of receipt of the alleged grievance. The aggrieved employee may be assisted by a steward during any meeting in connection with the grievance. Failing satisfactory settlement, the Union may pursue the grievance to the next step.

STEP 2

Within ten (10) **working** days following receipt of the decision given at Step 1, the employee, with the Union, may present the grievance in writing to the CEO or designate, and a meeting shall be held with the employee within ten (10) **working** days to discuss the matter. It is understood that at such a meeting the CEO, or designate, may have such assistance as may be required and that the employee may have the assistance of the Union Grievance Committee and the CUPE National Representative assigned to the Local. The decision of the CEO, or designate, shall be given in writing within ten (10) **working** days following the meeting.

STEP 3

Failing a satisfactory settlement at Step 2, either party may refer the grievance to arbitration within thirty (30) **working** days following receipt of the decision given at Step 2.

- 8.04 Either party to this agreement may lodge a Policy Grievance in writing with the other party on a matter concerning the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable and such grievance shall start at Step 2. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves initiate and the regular grievance procedure shall not be by-passed.
- 8.05 Both parties agree that once a grievance has been initiated, discussion to resolve or settle such grievance shall be carried out only under the steps of the grievance procedure, or by any other means, which is mutually agreeable.
- It is understood that discussion with a grievor for the purposes of resolving a grievance shall not occur without a Union representative being present.
- 8.06 Time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent.
- 8.07 **"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or recognized holiday.**
- 8.08 **By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.**

ARTICLE 9 – ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the grievance and shall contain the name of the party's nominee to the Board of Arbitration. The other party to the agreement shall, within ten (10) **working** days thereafter, nominate its member to the Board of Arbitration, and the two (2) so nominated shall endeavour within ten (10) **working** days after their appointment to agree upon a third person to act as

Chairperson of the Board of Arbitration.

If the nominees are unable to agree upon a third person within ten (10) **working** days after their appointment, then a third person shall be appointed by the Office of Arbitration for the Province of Ontario to act as Chairperson of the Board of Arbitration.

- 9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 9.03 Each of the parties shall pay the expense of their own nominee and one-half of the fees of the Chairperson (or sole arbitrator if appropriate).
- 9.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved.
- 9.05 The Board of Arbitration shall not alter, modify, amend, or add to any part of this Collective Agreement, nor make any decision inconsistent with the provisions of this Agreement.
- 9.06 No matter may be submitted to arbitration, which has not been properly carried through the steps of the grievance procedure.
- 9.07 Subject to the consent of both the Employer and the Union, the above arbitration provisions may be amended to provide for a sole arbitrator.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

- 10.01 Where disciplinary action is to be taken the employee shall have the right to have a Steward in attendance.
- 10.02 Where an employee who has completed probation is discharged and the employee claims that the discharge is without just cause, the matter may be taken up as a grievance within ten (10) **working** days in accordance with Article 8. Such grievance will start at Step 2 and be processed in accordance with those provisions.
- 10.03 Where an employee who has not completed probation is discharged and the employee claims that the discharge is without just cause, the matter may be taken up as a grievance within ten (10) **working** days in accordance with Article 8. Such grievance will start at Step 2 and be processed in accordance with those provisions.

In these cases, the standard of cause for arbitral review of the Employer's action shall be limited to determining whether the Employer has acted in bad faith or in an arbitrary or discriminatory manner. The Employer shall provide the Union with reasons for the release of a probationary employee.

- 10.04 Copies of written discipline given to employees, involving written warnings, suspension or discharge, shall be forwarded to the Local Union Recording Secretary and the CUPE National Representative.
- 10.05 An employee shall have the right upon reasonable notice to have access to and review his/her personnel record in the presence of the Human Resource Manager or designate. An employee shall have the right to make copies of disciplinary material contained in his/her personnel record.
- An unfavourable report or notation, letter of reprimand, warning, suspension, or infraction shall be removed from an employee's file after a period of eighteen (18) months from the date of that infraction.

ARTICLE 11 – SENIORITY

- 11.01 Seniority shall commence from date of last hire and shall be defined in accordance with Articles 11.03 and 11.04 set out herein.
- 11.02 All employees will be considered on probation and will not be placed on the seniority list until five hundred and twenty-five (525) scheduled hours of work have been completed. After completion of the probationary period, seniority shall be calculated from the employee's last date of hire.
- 11.03 Except as modified by Article 11.09 herein, a regular full-time employee, as defined in Article 6.01(a), shall accumulate seniority on the basis of continuous service from the date of last hire.
- 11.04
- a) A Regular Part-Time employee shall accumulate seniority based on nineteen hundred and fifty (1950) hours worked equals one (1) year.
 - b) A Casual employee shall accumulate seniority based on nineteen hundred and fifty (1950) hours worked equals one (1) year.
- 11.05 For employees transferring from part-time or casual to full-time, or vice versa on a permanent basis, seniority shall not be lost but shall be converted based on hours in accordance with the principles set out at Articles 11.03 and 11.04, herein.
- 11.06 The Employer shall maintain a bargaining-unit-wide seniority list of all employees covered within the scope of this Collective Agreement. Up-to-date seniority lists shall be sent to the Union and posted on the Union bulletin board in January and July of each year.

11.07 No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is temporarily transferred to a position outside of the Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority. Such employee shall have the right to return to their position in the bargaining unit during the first twelve (12) months. If an employee returns to the bargaining unit, such return shall not result in the layoff or bumping of an employee with greater seniority.

After twelve (12) months all seniority shall be lost. If an employee is permanently transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit until they have completed their trial period in the excluded job.

Once this trial period has been completed, bargaining unit seniority shall be lost. Such an employee may be returned to his former position within the bargaining unit, as initiated by him/her or the Employer, prior to the completion of the trial period with the clear understanding that his former position and all subsequent vacancies have been filled on a temporary basis, pending his completion of the trial period in the non-bargaining unit position.

11.08 An employee shall lose his seniority rights and be terminated:

- a) If the employee is discharged for just cause and not reinstated
- b) If the employee voluntarily quits
- c) If the employee is absent from work for three (3) consecutive working days without notification to his immediate supervisor unless such notification was not reasonably possible. This shall not be interpreted as permitting unauthorized absence of any duration.
- d) If the employee fails to return to work from a lay-off within five (5) days after receipt of notice by registered mail unless such return was not possible.
- e) If the employee fails to report for work promptly after the expiration of any leave, unless an extension has been granted.
- f) If an employee is laid off for a continuous period of twenty-four (24) months, or his length of seniority, whichever is lesser, and is not recalled to work on a regular basis as described in Article 12.
- g) If the employee retires
- h) If the employee is a Casual employee and has not worked for a period of six (6) months, except where such is due to an approved leave of absence, pregnancy leave, parental leave, or illness.
- i) If the employee is medically determined to be permanently disabled and unable to perform any work. The parties agree to apply this provision in accordance with the Ontario Human Rights **Code**.

- 11.09
- a) During an approved unpaid absence of a full-time employee not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
 - b) During an unpaid absence of a full-time employee exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacations, 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 subsidized employee benefits in which he or she is participating for the period of the absence, except that the Employer will continue to pay its share of the premiums for up to twenty-four (24) months while an employee is in receipt of Workplace Safety & Insurance Board benefits. Notwithstanding the above, service shall accrue during Pregnancy/Parental Leave in accordance with the provisions set out in Article 15.03 of this collective agreement.
 - c) It is further understood and agreed that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended after thirty (30) continuous calendar days and shall not further accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of up to twenty-four (24) months during absence due to illness or injury whether paid under STD, LTD or WSIB benefits or unpaid. Seniority shall accrue during Pregnancy/ Parental Leave in accordance with the provisions set out in Article 15.03 of this collective agreement.

ARTICLE 12 – LAYOFFS AND RECALLS

- 12.01 A lay-off shall be defined as a reduction in the work force and/or a reduction in the hours of work for Regular Full-time and Regular Part-time employees.
- 12.02 Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority providing that those remaining are capable and possess the necessary qualifications, if any, to perform the work available. An employee who is to be laid off may bump another employee, at his option, with less seniority providing that the employee exercising this right is capable and possesses the necessary qualifications, if any to perform the work available. An employee shall be paid the rate of the job into which the employee bumps or is bumped.
- 12.03 An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

- 12.04 Employees shall be recalled in their order of seniority on the principle that the last to be laid off is the first to be recalled, provided that the recalled employee is capable and possesses the necessary qualifications, if any, to perform the work available and the recall shall be in accordance with the principles set out at Article 12.02, herein.
- 12.05 In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- 12.06 The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.
- 12.07 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.
- 12.08 Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- 12.09 No new employees shall be hired, until all those laid off have been given an opportunity to return to work, and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- 12.10 There shall be at least sixty (60) calendar days' notice to the Union in the event of a lay-off of a permanent or long-term nature (long-term being in excess of eight [8] weeks). This notice is not in addition to the required notice for individual employees.
- In the event of a layoff of a permanent or long-term nature as defined above, the Employer will provide the affected employees with at least sixty (60) calendar days notice or pay in lieu thereof.
- 12.11 No full-time employee within the bargaining unit shall be laid off by reason of his or her duties being assigned to two (2) or more part-time employees.
- 12.12 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance procedure.
- 12.13 In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums up to the end of the month in which the lay-off occurs.

The Employees may continue coverage of Life Insurance, Major Medical and Dental Plans for up to three (3) months following the end of the month in which the layoff occurs providing the employee pays the full premium cost of such benefits in advance of each month's coverage.

ARTICLE 13 – JOB POSTINGS

- 13.01 a) When the Employer declares a Temporary or Permanent vacancy for a Regular Full-time or Regular Part-time job or for a new position within the Bargaining Unit, a notice of the position shall be posted on the Union bulletin board for a minimum period of nine (9) days.

Temporary vacancies of less than thirty (30) shifts, Vacation Relief Vacancies and Temporary Vacancies and temporary vacancies caused by trial periods described at Article 13.05 shall not be posted.

- i. Employees may be hired into a temporary vacancy for a term not to exceed **eighteen (18)** months to replace an employee on Pregnancy/Parental leave.
 - ii. Employees may be hired into a temporary vacancy, for a specific term not to exceed five (5) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, or long-term disability. The temporary vacancy shall be posted in accordance with this Collective Agreement.
 - iii. This term may be extended a further five (5) months on mutual agreement of the Union and Employer.
 - iv. The period of employment of such persons will not exceed the absentee's leave.
 - v. The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.
- b) The job posting notice shall stipulate the position open, qualifications required, department, shift(s) and expiry date of the posting. All replies to a job posting shall be submitted by the employee in writing to the person named on the posting notice.
- c) The Employer may fill a vacancy on a temporary basis until the job posting provisions have been completed and fully processed.
- The job posting notice shall also include the location of initial assignment for information purposes, however it is understood that location may change, subject to operational requirements.
- d) No new employees will be hired until the applications from Bargaining Unit employees have been considered.

- 13.02 All applications received by the expiry date of the Posting shall be considered within nine (9) days from the expiry date of the posting of the notice and the name of the successful applicant shall be posted on the Union bulletin board.
- 13.03 Promotions within the Bargaining Unit and transfers to other positions within the Bargaining Unit shall be based upon the qualifications and capabilities of the applicants and where such qualifications and capabilities are relatively equal, in the opinion of the Employer, as between two (2) or more applicants, then seniority shall prevail. If there is no suitable candidate within the bargaining unit, management reserves the right to recruit from outside. Unsuccessful applicants, if any, shall be advised of the reasons for which their application(s) did not succeed.
- 13.04 An employee who successfully bids on a posted job shall not be permitted to apply for another position until three (3) months have lapsed from his start date in that posted position.
- 13.05 An employee who is transferred to a new job within the Bargaining Unit shall be placed on trial for a period of twenty (20) shifts worked in the new position. During such trial period the employee may be returned to his former position at his initiative or that of the Employer. Such transfer shall become permanent after the successful completion of the trial period. **In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds herself unable to perform the duties of the position, she shall be returned to her former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 13.04. If there are no unsuccessful applicants, then the position would be reposted.**
- 13.06 The name of the successful applicant shall be posted on all bulletin boards within seven (7) days of the position being filled.
- 13.07 When an employee will be absent on vacation the employee may advise Human Resources in writing, no more than seven (7) days prior to commencement of the vacation, that she wishes to be considered for any potential job posting which might arise during such absence. The written notice must specify the position for which the employee wishes to be considered. If such position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the period of vacation immediately following its submission to Human Resources.

13.08 When a new classification within the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a 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.

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

ARTICLE 14 – HEALTH AND SAFETY

14.01 The parties agree to respect the provisions of the Occupational Health and Safety Act of Ontario, as applicable.

14.02 The Union and the Employer will co-operate to the fullest possible extent toward the prevention of accidents and the promotion of health and safety of the employees and residents.

14.03 The Union will be represented by two of its members to participate in the established Joint Health & Safety Committee of the Employer. This Committee shall hold its meetings in accordance with the provisions of the Occupational Health and Safety Act of Ontario.

- 14.04 Joint Health and Safety Committee members shall be compensated at their regularly scheduled hourly rate exclusive of all premiums for time spent in health and safety inspections when authorized by the Employer, when such time occurs during the member's regular working hours.
- 14.05 The Employer agrees that one (1) C.U.P.E. member who is to serve on the J.H.S.C. will be trained as a certified worker at the Worker's Health and Safety Center. Any costs associated with such training will be paid by the Employer.
- 14.06 A copy of each W.S.I.B. Form 7 submitted to the W.S.I.B. shall be sent to the C.U.P.E. certified member of the J.H.S.C. at the same time as it is sent to the W.S.I.B.
- 14.07 When it is medically determined that an employee is unable to return to the full duties of his or her position because of disability, the Employer will meet with the President of the Local Union to discuss the availability of suitable work for the employee. It is understood that at such a meeting, the employee may have the assistance of the C.U.P.E. National Representative.
- 14.08 The Employer will provide safety equipment and protective clothing sufficient to protect employees who are required to perform duties where hazards exist. Where the Employer provides such equipment or clothing, it must be worn by the employees. The equipment provided will be as follows:
- i) Safety glasses (non-prescription), and/or safety masks will be provided to all employees where required by the nature of the work.
 - ii) Where body fluids are involved, vinyl gloves will be provided.
 - iii) First aid kits will be placed in designated areas of the workplace, in accordance with the regulations under the Workplace Safety and Insurance Act.

ARTICLE 15 – LEAVES OF ABSENCE

- 15.01 An employee may be granted, at the discretion of the Administrator, or designate, leave of absence without pay and benefits provided such request is made in writing in advance and shall contain the reasons, the commencement and return dates. Such request shall not be unreasonably denied. It is expressly understood and agreed that no leave shall be provided for the purpose of taking employment elsewhere.
- 15.02 Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for up to five (5) consecutive working days off without loss of regular pay from regularly scheduled hours within a nine (9) calendar day period that includes the day of the funeral for a parent or step-parent, spouse, child or step-child.

Any employee who notifies the Employer as soon as possible following a bereavement; will be granted bereavement leave for up to three (3) consecutive working days off without loss of regular pay from regularly scheduled hours within a seven (7) calendar day period that includes the day of the funeral of a member of his other immediate family.

Immediate family, for the purposes of this Section, shall mean brother, sister, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

An employee shall be granted one (1) day paid bereavement leave to attend the funeral of his/her parent's sibling.

Where burial occurs outside of the province, such leave shall also include reasonable traveling time, not to exceed seven (7) days. Such additional days shall be without pay.

15.03 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- d) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. Regular part-time and casual employees shall continue to accrue seniority and service based upon the average number of hours worked in the twenty (20) week period immediately preceding the commencement of the pregnancy leave. Notwithstanding the above, it is understood and agreed that no time spent on pregnancy leave shall count toward the completion of the probationary period.
- e) The Employer will continue to pay its share of the contributions of the subsidized employee benefits (**including pension**) in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave provided the employee continues to make required employee contributions.
- f) Subject to 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 duties **and former shift if their shift was designated** at the same rate of pay.

- g) An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental 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 fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

Parental Leave

- a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

- c) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection b) above by written notification received by

the Employer at least two (2) weeks in advance thereof.

Credits for service and seniority shall accumulate for a period of up to sixty-three (63) weeks after the parental leave began. Parental leave shall be granted for up to sixty-one (**61**) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not. Regular part-time and casual employees shall continue to accrue seniority and service based upon the average number of hours worked in the twenty (20) week period immediately preceding the commencement of the parental leave, or preceding the pregnancy leave if applicable. Notwithstanding the above, it is understood and agreed that no time spent on parental leave shall count toward the completion of the probationary period.

The Employer will continue to pay its share of the premiums of the subsidized employee benefits (**including pension**) in which the employee is participating for a period of up to **sixty-one (61)** weeks after the parental leave began, if the employee also took pregnancy leave and **sixty-three (63)** weeks after the parental leave began otherwise, while the employee is on parental leave provided the employee continues to make required employee contributions.

- d) Subject to any changes to the employee's status, which would have occurred had he or she not been on parental leave, the employee shall be reinstated to **their** former duties **and former shift if their shift was designated** at the same rate of pay.

15.04 Jury Duty

A regularly scheduled full time or part time employee shall be compensated for scheduled work time lost, at his basic rate of pay, for time served as a juror. Upon presentation of proof of services received in connection with such services, the Employer will reimburse the employee the difference, if any, between what he received as payment and his regular basic wages.

15.05 Union Leave

- a) Upon written notice of at least two (2) weeks in advance, the Employer shall grant leave of absence without pay or benefits for Union business. An aggregate total for all employees of **one hundred (100)** days for each contract year shall not be exceeded. Such leave shall be granted provided that suitable replacement arrangements can be made so that there is no additional cost to the Employer.
- b) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his/her 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.

c) Leave of Absence for Full-Time Union

An employee who is elected or selected for a full-time position with the Union, shall be granted leave of absence without pay and without loss of seniority for a period of up to one (1) year.

15.06 Sick Leave

a) Sick Leave shall be defined as the period of time a Regular Full Time or a Regularly Scheduled Part-Time employee is permitted to be absent from work by virtue of his being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.

b) Regular Full-time employees shall be eligible for a maximum of twelve (12) sick days per annum. Such days shall be used on days where insured Disability Plans provide no coverage.

Unused sick leave days may be carried over from year to year to a cumulative maximum of (12) days and may be used only for the purpose of topping-up Short-term disability payments to one hundred percent (100%) of salary. No later than February 1st of each year, the Employer shall advise each employee, in writing, of the amount of unused sick leave days carried over.

One (1) sick day per annum may be utilized as a personal leave day.

c) An employee is required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that the employee was unable to carry out his duties due to illness, the period of time the disability lasted, and that the employee is now medically fit to return to work.

Employees who are absent from work on a frequent basis, as determined by the Employer, may be required to provide the Employer with medical Certificates to substantiate every absence, including an absence of one day or more.

If an employee is required to pay for a medical certificate requested by the Employer, the Employer will reimburse the full amount charged to the Employee.

d) For scheduling purposes, an employee returning from a leave due to illness shall provide his supervisor with as much notice as possible of the return to work. The Employer shall not be required to pay any scheduling penalties resulting from an employee's return to work from an illness leave for which sufficient notice was not provided.

e) Where reasonably possible to do so, an Employee who will be absent due to personal illness must notify the Employer at least two (2) hours prior to the

commencement of the shift. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

15.07 Where during his/her vacation an employee is admitted as an inpatient to a hospital, he/she may elect to use sick leave days for the period of his/her hospitalization in place of vacation time provided that he/she provides satisfactory proof of such hospitalization for the period in questions.

15.08 Leave without pay shall be granted to a maximum of five (5) days off per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies.

15.09 Self-Isolation Leave

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such 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 – HOURS OF WORK

16.01 a) The normal scheduled hours of work for a regular full-time employee shall be seventy-five (75) hours per two (2) week pay period, averaged over the duty roster schedule. A regular full-time employee shall normally be scheduled to work seven and one-half hours (7½) hours per day exclusive of a thirty (30) minute unpaid lunch period.

b) Regular, part-time and casual employees' hours of work shall be as assigned.

c) After completion of five (5) hours of work all employees will be entitled to a thirty (30) minute unpaid lunch period.

16.02 The parties agree that it is necessary to provide the facility with twenty-four (24) hours continuous service during the seven (7) days in each week and that hours of work, shifts and schedules need to be arranged to provide that coverage. Where shifts and schedules are altered on a major and permanent basis, for such matters as starting and stopping times, etc., then these changes shall be discussed in advance with the Union and the employees affected.

16.03 Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period.

16.04 Where practicable the Employer shall endeavour to arrange shift schedules so that regular full-time employees:

a) Are not scheduled to work more than five (5) consecutive shifts; and,

b) Have alternative weekends off, unless scheduling difficulties occur, to accommodate Statutory Holidays.

- 16.05 Regularly scheduled employees in the same classification may be permitted, for their own convenience, to exchange shifts with one another provided that the Employer is notified in writing in advance of this arrangement, gives approval and that there is no additional cost to the Employer.
- 16.06 Shift schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Department head one (1) week in advance of the posting. Once posted the four (4) week shift schedule may not be changed unless discussed with the employee in advance of the change.
- 16.07 When a regular full-time or a regular part-time employee's shift is being changed, a minimum of eight (8) hours notice shall be provided between the end of the "old" shift and the commencement of the "new" shift. It is understood and agreed that the above does not apply if the change of shift is caused by an emergency. If the employee's "new" shift commences during the eight (8) hour notice period, he shall be paid overtime at time-and-one-half (1½) for all hours actually worked on the first shift, which are within that eight (8) hour period.
- 16.08 The work week shall commence at 6:00 a.m. Monday morning. The normal day shift shall not commence earlier than 6:00 a.m. and the normal night shift shall not commence later than 11:00 p.m.
- 16.09 All employees shall be permitted a fifteen (15) minute paid rest period in the first half and a fifteen (15) minute paid rest period in the second half of an eight (8) hour scheduled shift in an area made available by the Employer that is away from the employee's assigned work area.
- 16.10 a) Shifts of less than three (3) hours and forty-five (45) minutes will be assigned only with mutual agreement with the employee, except in case of emergencies.
b) Employees who are scheduled to work on shifts of three (3) hours and forty-five (45) minutes duration or more, but less than eight (8) hours, shall be entitled to receive one (1) fifteen (15) minute paid rest period.
- 16.11 When an employee who is regularly scheduled to work is unable to be present for any reason, the Employer shall call in a replacement if required as soon as practically possible. The classification of the replacement shall, if possible, be the same as the person s/he is covering for.

16.12 Employees shall be required to be available to work as assigned during Christmas (including December 24th [night shift], 25th and 26th) or New Years (December 31st [night shift] and January 1st) alternating each year.

Notwithstanding the above, employees shall be permitted to exchange shifts in accordance with Article 16.05.

16.13 Shifts that become available after the schedule is posted shall be offered in order of seniority to regular part-time staff and casual staff who have indicated their availability, in the following order:

- 1) Regular Part-time staff
- 2) Casual staff

ARTICLE 17 – OVERTIME AND PREMIUM-PAID HOURS

17.01 a) Overtime shall be calculated on the basis of time worked in excess of seven and one-half (7½) hours in a day, or in excess of seventy-five (75) scheduled hours within the two (2) week payroll period and shall be compensated for at the rate of time and one-half the employee's basic rate of pay. In order to qualify for overtime pay, all overtime worked must be approved by the employee's supervisor.

Provided they are qualified, employees may submit their availability to work additional hours in more than one department. If working such time would result in a premium payment, the employee must indicate this in advance of working the additional hours in order to receive premium payment.

b) Overtime premium will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the premium is paid.

All hours worked, and all hours not worked but paid for by the Employer, will be used in the calculation of eligibility for overtime.

17.02 Where a regularly scheduled full-time or part-time employee is called back to work within the eight (8) hour period following the completion of his shift or is called into work on a scheduled day off, such employee shall be paid at time and one-half (1½) of his/her regular rate of pay with a minimum of three (3) hours of such pay. If the employee works more than three hours, he shall be paid for such additional hours on an hour-for-hour basis.

17.03 An employee who reports for work for a scheduled shift and is advised that there is no work available, shall be given at the Employer's option, three (3) hours work or three (3) hours pay.

- 17.04 No employee will be temporarily laid off from his scheduled shift in order to avoid overtime payment of time and one-half unless such change is mutually agreed between the employee and the Employer.
- 17.05 In the event that overtime is required to be worked at the end of a shift, such work shall first be offered to the employee who is already engaged in that work. Where that employee is unavailable to complete the overtime work, then it shall be offered to the other employees, in order of their seniority, in the department at the time, with the most senior employee being given preference.
- 17.06 Effective January 1, 2020, Employees shall be paid a shift premium of seventy cents (\$0.70) per hour for all hours worked where the majority of hours worked are between 3:00 p.m. and 7:00 a.m. Shift premium will not form part of the employee's straight time hourly rate.
- 17.07 Effective January 1, 2018, Employees shall receive an additional forty-five cents (\$0.45) per hour in addition to their regular hourly rate for all hours worked between Friday 2300 hours and Sunday 2300 hours. Weekend premium will not form part of the employee's straight time hourly rate.

Effective January 1, 2019 the rate shall increase to fifty cents (\$0.50) per hour.

Effective January 1, 2020 the rate shall increase to fifty-five cents (\$0.55) per hour.

ARTICLE 18 – RATES OF PAY AND PAYROLL PROCEDURES

- 18.01 Classifications, rates of pay and progression scales for Employees in the Bargaining Unit shall be as set out at Appendix "A", which is attached hereto and forms part of this Agreement.
- 18.02 When an employee is transferred to a job classification with a higher rate of pay within the Bargaining Unit, he shall immediately receive that higher rate of pay consistent with his seniority standing.
- 18.03 When an employee is transferred to a job classification with a lower rate of pay, he shall be retained at his current rate of pay for the balance of the current pay period and then be placed at the appropriate level consistent with his seniority standing. Where such transfer was at the request of the employee, or made in order to avoid his layoff, then the lower rate of pay shall be immediately applied.
- 18.04 The Employer shall award salary progressions based upon the service of a full-time employee, and based upon nineteen hundred and fifty (1950) hours worked equals one year of service for regular part-time and casual employees.

- 18.05 It is agreed that the current practice of hiring new employees at rates of pay higher than the start rates for classifications shall continue where the Employer determines that an employee's previous related experience so warrants this adjustment.
- 18.06 The Employer shall pay the wages due to employees bi-weekly on Thursday except in instances where a Statutory Holiday falls on a Monday in which case, the pay day for that week shall be designated as the Friday.
- On each payday, each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay deductions.
- 18.07 An employee shall not receive wages or other allowances such as Holiday Pay, Vacation Pay, Weekly Indemnity, Workplace Safety & Insurance Board pay, or other similar benefits from more than one source for the same day or any part thereof.
- 18.08 Where used in this Agreement, the "Basic Rate of Pay" for an employee shall be the rate of pay provided for at Appendix "A" of the Agreement, without any premiums added thereto.

ARTICLE 19 – PAID HOLIDAYS

- 19.01 The Employer recognizes the following as Paid Holidays for all regular full-time employees:

New Year's Day	Canada Day
Good Friday	Labour Day
Employee's Birthday	Boxing Day
Victoria Day	Christmas Day
Civic Holiday	Thanksgiving Day
Family Day	

Two (2) Float Day

(To be arranged by mutual consent with the employee's supervisor).

For the purpose of clarification, it is understood and agreed that only Article 19.08 applies to regular part-time and casual employees.

- 19.02 Where a Paid Holiday falls on a day where it is lawfully permissible to exchange that day for another day and the Employer requires the exchange in order to accommodate resident care requirements, then the Union may consent to such exchange. This arrangement shall be in writing and signed by the Parties.

- 19.03 Employees who are not scheduled to work on the day that the Paid Holiday is observed shall be given another normal working day off with pay or pay for that day calculated on the employee's basic rate of pay, at the employee's option. In order to qualify for Holiday Pay, or a day with pay, the employee shall meet the following requirements:
- a) He must be employed for three (3) months with the Employer;
 - b) He must have worked at least twelve days within the four (4) week period prior to the holiday;
 - c) He must work his last scheduled shift before the Holiday and the first scheduled shift after the holiday. Where the employee agrees to work on the Holiday and fails to do so and does not provide a reason for such failure satisfactory to the Employer, he shall not be eligible for holiday pay.
- 19.04 Should a regular full-time employee not qualify for a Paid Holiday under Article 19.03 by reason of a bereavement leave or by reason of illness, which illness must be supported by a medical certificate, the employee will be entitled to no more than one day's holiday pay for the period of absence.
- 19.05 An employee who is required to work on the day that the Paid Holiday is declared or if the employee's shift is worked where the majority of the hours fall on the declared day, (so that his shift will constitute his holiday shift), then the following provision shall apply:
- a) "Qualified employees", pursuant to Article 19.03, shall be paid for the Holiday plus time and one-half (1½) their basic rate of pay for all hours worked on the Holiday;
- Employees who do not qualify for Holiday Pay, pursuant to Article 19.03, shall be paid for all hours worked at the rate of time and one-half (1½) their basic rate of pay.
- 19.06 A qualified employee, pursuant to Article 19.03, who works on a Paid Holiday may, with the approval of the Employer, take another day off with pay in lieu of payment for the Holiday provided that suitable arrangements can be made with the Employer within the next forty-five (45) days after the Paid Holiday was worked. If no mutual day off can be agreed to by the Employer and the Employee, the Paid Holiday will be paid to the Employee.
- 19.07 Where a Paid Holiday falls within the Vacation period of a Regularly Scheduled Full-time employee and such employee is qualified for Holiday pay, pursuant to Article 19.03, then the Holiday may be added to the Vacation period of the employee or taken at another time, with the approval of the Employer.
- 19.08 When a regular part-time or casual employee is required to work on any of the above-noted paid holidays, she shall receive time and one-half (1½) her regular hourly rate for all hours worked on that shift up to a maximum of seven and one-half (7½) hours).

ARTICLE 20 – VACATION

- 20.01 The Vacation Year shall be defined as the period extending from January 1st to December 31st.
- 20.02 Where the vacation entitlement of an employee is increased within the Vacation Year, his entitlement for that year shall be pro-rated based on the date of his new entitlement and the amount accrued under his previous entitlement.
- 20.03 All regular part-time and casual employees shall be paid their vacation pay on two fixed dates, with vacation payments itemized separately, as follows:
- a) Early in the month of July for vacation pay earned in the period from January 1st to June 30th of that year; and
 - b) Early in January of the following year for vacation pay earned in the period from July 1st to December 31st, in the previous year.

Vacation pay shall be based upon two percent (2%) of total wages paid during the previous calendar year, for each week of entitlement, as follows:

Number of weeks entitled to:	Percentage of total wages paid for each week of your entitled vacation amount
Two (2) weeks	Four percent (4%) of total wages
Three (3) weeks	Six percent (6%) of total wages
Four (4) weeks	Eight percent (8%) of total wages
Five (5) weeks	Ten percent (10%) of total wages
Six (6) weeks	Twelve percent (12%) of total wages
Seven (7) weeks	Fourteen percent (14%) of total wages

- 20.04 All Vacation entitlement for Regularly Scheduled Full-time employees shall be taken in the vacation year of entitlement and may not be carried over unless with special written permission of the Administrator.

Regularly scheduled part-time employees shall have the option of taking all or part of their vacation time off, and must signify their intentions in accordance with Article 20.05. Where vacation time off is selected, it must be taken in the vacation year of entitlement and may not be carried over unless with special written permission of the Administrator.

- 20.05 A vacation scheduling form shall be given to employees by October 1st and February 1st of each year in order to permit Regularly Scheduled Full-Time and Part-Time employees to make their vacation selection. The Employer will indicate the number of employees and classifications permitted to be off on vacation at any one time. Where a conflict arises as between employees as to vacation periods, then seniority shall prevail.

- a) Employees will indicate their preferred vacation for the period of January 1st to June 30th by the November 1st of the preceding year and such vacation shall be allocated by seniority.
- b) The vacation schedule for the above period will be posted by December 1st.
- c) Employees will indicate their preferred vacation for the period July 1st to December 31st by March 1st, and such vacation shall be allocated by seniority.
- d) The vacation schedule for the period of July 1st to December 31st will be posted by April 30th.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer. Employees who do not elect a Vacation Period by May 1st in any Vacation Year shall have such scheduled for them by the Employer.

20.06

- a) Full-time employees shall receive an annual vacation with pay in accordance with the employee's years of service as follows:

Less than one (1) year	One (1) working day for each month of service (maximum ten [10] days)
One (1) year but less than three (3) years	Ten (10) working days
Three (3) years but less than eight (8) years	Fifteen (15) working days
Eight (8) years but less than fifteen (15) years	Twenty (20) working days
Over fifteen (15) years but less than twenty-two (22) years	Twenty-five (25) working days
Twenty-two (22) years but less than twenty-eight (28)	Thirty (30) working days
Twenty-Eight (28) years or more	Thirty-Five (35) working days

The vacation entitlement of a full-time employee who is regularly scheduled less than ten (10) days in a two (2) week period shall be calculated on a pro-rated basis.

- b) Vacation pay shall be calculated on the basis of the employee's regular straight-time rate of pay times his normal weekly hours of work at the time of taking vacation, subject to the application of Article 11.09.
- c) There shall be no advance pay provided in advance of the taking of vacation covering a payday occurring during the vacation period.
- d) Payment for any vacation taken and not earned shall be deducted from any monies owing to the employee at the time of his separation from employment.

- 20.07 Part-time and casual employees shall accumulate service for the purpose of progression on the vacation scale on the basis of one year for each nineteen hundred and fifty (1950) hours worked.
- 20.08
- a) A regularly scheduled full-time or part-time employee, on request, shall be entitled to an unbroken period of vacation of three (3) weeks (or such lesser period based upon the employee's vacation entitlement), for vacation taken between June 15th and September 15th.
 - b) An employee who qualifies for a longer vacation period than set out above, shall be entitled, if requested, to take his or her vacation in one continuous period provided that:
 - i) The vacation is taken at a time other than in the above-noted period;
and
 - ii) The Employer incurs no additional cost as a result.
 - c) In no event shall an employee be entitled to take more than five (5) day's vacation in individual days.

ARTICLE 21 – PENSION AND INSURED BENEFITS

- 21.01 Information regarding Pensions and Insured Benefit Programs for qualified members of the Bargaining Unit shall be as set out in the various booklets provided to employees by the Plan Insurers. Copies of these booklets shall be provided to the Union. It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits conferred thereby in total are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. Copies of these booklets shall be provided to the Union. In the event of any dispute arising out of the application or administration of these Plans then the actual Group Insurance Contracts shall be the governing documents in any question of interpretation.
- 21.02 Employees who are terminated from employment, as set out at Article 11.08, and are receiving long term disability benefit payments covered by the Employer's insurance policy, are entitled to receive supplementary health and dental benefits, for the length of their service, if less than one (1) year, or, for employees with more than one (1) year of service, for the period of one (1) year plus one additional month of coverage for each full year of service.

21.03 All full-time employees, as defined in Article 6.01 a), shall be eligible for and shall participate in the Insured Benefit Programs in accordance with the provisions of these Programs, as such Programs are prescribed at Appendix "B", which is attached hereto and forms part of this Agreement. All are also eligible for the Pension Plan in accordance with the provisions of the Plan as such Plan is prescribed at Appendix "B-1", which is attached hereto and forms part of this agreement.

21.04 Regular part-time and casual employees who have completed their probationary period shall receive an amount equal to thirteen percent (13%) of their regular straight time hourly rate for all straight time hours worked.

Such in lieu payment shall be in lieu of all benefits provided to a full-time employee, paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, call-back pay, reporting pay, jury duty and bereavement pay.

ARTICLE 22 – GENERAL PROVISIONS, PROCEDURES AND INTERPRETATION

22.01 **It is understood and agreed that the pronouns used in the Collective Agreement will be gender inclusive, and that where the feminine or masculine pronoun is used, it shall apply to an employee identifying as gender non-binary. Where the singular has been used in this Agreement it shall be considered as if the plural has been used and vice-versa where the content so requires.**

22.02 In the event of any legislation now in force or hereafter enacted invalidating the application of any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect.

22.03 It is agreed that the Employer and the Local Union will share equally in the cost of reproduction or printing of this agreement.

22.04 It is recognized and agreed that the parties will co-operate fully in the implementation of work practices and resident care standards required by the Regulatory authorities responsible for the operation of the Home.

22.05 The Employer will continue to provide employee facilities for meals and changing of clothes.

22.06 Prior to introducing a revised system of performance review, the Employer will consult with the Union through the Union/Management Committee.

22.07 Designated space on three (3) Bulletin Boards will be made available for the posting of Union notices regarding meetings and other matters. The Union agrees to provide the Administrator, or designate, with a copy of all such notices for approval

prior to posting.

- 22.08 The parties agree that any reduction or rebate due on E.I. premiums as a result of E.I. registration of Non-Occupational Accident and Sickness Insurance, or other forms of rebates, if any, shall be used, in total (Employer and employee portions), to offset the cost of increases provided in this Collective Agreement.
- 22.09 Any employee who elects to terminate his service with the Home shall provide the Employer with as much advance notice as possible. Within fourteen (14) days following his date of termination, an employee shall return all Employer property in his possession prior to receiving his final pay within that period.
- 22.10 Where used in this Agreement "Days" or "Weeks" shall be interpreted to mean calendar days and calendar weeks unless as otherwise specifically designated.
- 22.11 Where special permits are required to accommodate provisions in this Agreement, the parties agree to fully co-operate in the obtaining of such permits from the appropriate Regulatory Authority.
- 22.12 Daily Break Periods, Vacations and Statutory Holidays and other similar leaves shall be scheduled in accordance with the operational requirements of the Home.
- 22.13 The names of all officers and committee members representing the Union in various matters with the Employer, as provided in this Collective Agreement, shall be communicated and confirmed in writing to the Employer before the Employer will recognize such individuals.
- 22.14 All official correspondence between the parties arising out of this Agreement and for communicating matters of law shall pass between the Recording Secretary of the Union and the Administrator or designate. A copy of such correspondence shall be sent to the CUPE National Representative.
- 22.15 It shall be the responsibility of each employee to promptly notify the Employer, in writing, of any change of address or telephone number. If an employee should fail to do this, the Employer will not be responsible for failure of any notice to reach such employee.

It is also the responsibility of the employee to advise the Employer, in writing, of any changes relating to the employee's beneficiary, marital or dependant status to ensure that the correct benefit coverage for the employee and his dependents is maintained.

The Employer assumes no responsibility or liability for improper coverage where an employee has failed to notify him of changes.

22.16 Regular full-time employees who are required to provide and wear their own uniforms to work shall be provided with a uniform allowance in the amount of one hundred and twenty dollars (\$120.00) annually which shall be paid annually in a lump sum amount. Regular part-time employees who are required to provide and wear their own uniforms to work shall be provided with a uniform allowance in the amount of seventy-two dollars (\$72.00) annually which shall be paid annually in a lump sum amount.

Effective October 13, 2020, the above amounts will increase to one hundred and forty dollars (\$140.00) annually for full-time employees and of ninety dollars (\$90.00) annually for part-time employees.

22.17 The Employer will provide sixty-five dollars (\$65.00) per calendar year to full-time maintenance staff and forty dollars (\$40.00) per calendar year for part-time maintenance staff to go toward the cost of safety footwear required by the Employer. Upon ratification the above payment shall increase to \$85 per calendar year, applicable to full-time and part-time employees.

22.18 The Employer undertakes to notify the Union at least thirty (30) days in advance of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

22.19 An elective course for an employee's own career development and not required by the Employer should be taken outside work hours. Professional development related to employment with the Employer will be supported as follows:

- a) Where a course cannot be taken outside of work hours and occurs in whole or in part during the employee's working hours, approval must be given in advance by the employee's Director or designate. A course outline or description of the program of study will be required before approval is granted.
- b) Where approval has been given, hours that infringe upon working hours may be taken in increments not less than one-half (1/2) day of vacation or unpaid time or other arrangements, as agreed, prior to the posted schedule, by the employee's Director or designate. For the purposes of this Article, 20.08 c) shall not apply.

ARTICLE 23 – TERM OF THE AGREEMENT

23.01 The term of this Agreement shall be from January 1st, **2021**, to December 31st, **2023**, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

ARTICLE 24 – RETROACTIVITY

- 24.01 Retroactivity on wage increases effective prior to ratification to be paid within sixty (60) days of the date of ratification to current employees by payroll deposit, indicating the retroactivity amount separately.
- 24.02 Wage rates are retroactive to the dates as indicated at Appendix "A".
- 24.03 The Employer will notify Employees who have left its employ covered by this term at the last address recorded by the Employer that the Collective Agreement has been settled and that retroactivity is due to them and will provide the Union with a copy of the notices sent. Employees will have forty-five (45) days from the date of mailing of the notices to collect the retroactivity due to them.**

ARTICLE 25 – HARASSMENT

- 25.01 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: Ontario Human Rights Code, Sec. 10 (1).**
- (a) **Every person who is an employee has a right to freedom from harassment in the workplace by the Home or agent of the Home or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability". ref: Ontario Human Rights Code**
- (b) **"Every person who is an employee has a right to freedom from harassment in the workplace because of sex by their employer or agent of the employer or by another employee," [ref: Ontario Human Rights Code, Sec. 7 (2)]**
- (c) **Every person who is an employee has a right to freedom from workplace harassment in accordance with Occupational Health and Safety Act, Sec. 1 (1)**
- Workplace Harassment means "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome". Ref: Occupational Health and Safety Act, Sec. 1 (1).**


The employee rights set out above shall be interpreted within the context of the Ontario Human Rights Code.


An employee who believes that they have been harassed, contrary to this provision shall be encouraged by both parties to follow the Employer's policy on harassment and process. Failing resolution, an employee may follow the process set out in the Grievance and Arbitration procedure of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

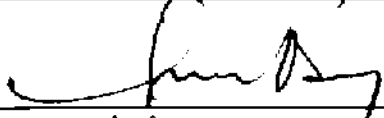
Dated at Markham, Ontario this 3 day of July, 2024.

Signed on behalf of
CANADIAN UNION OF PUBLIC EMPLOYEES,
and its LOCAL 3744

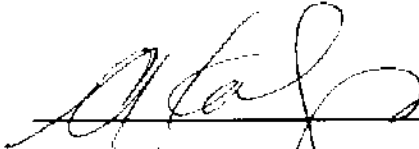
Signed on behalf of
UNIONVILLE HOME SOCIETY

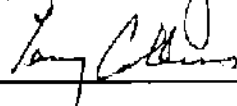


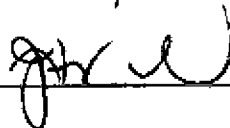




Miller







CLASSIFICATIONS AND WAGE SCALES – APPENDIX “A”

Effective January 1, 2020

Job Classification	Start	Completion of 90-day Probationary Period	Completion of one (1) Year
Laundry Aide	18.39	19.24	20.13
Housekeeping Aide	18.39	19.24	20.13
General Maintenance	18.59	19.44	20.30
Activity Programmer	20.91	21.73	22.81
Personal Support Worker (PSW)	19.86	20.66	22.06
Health Care Aide	19.86	20.66	22.06
Recreation Therapist	22.30	23.14	23.98
Maintenance Technician	23.05	23.41	24.44
RPN	26.41	26.77	27.91

Effective January 1, 2021 (+ 1.50%)

Job Classification	Start	Completion of 90-day Probationary Period	Completion of one (1) Year
Laundry Aide	18.67	19.53	20.43
Housekeeping Aide	18.67	19.53	20.43
General Maintenance	18.87	19.73	20.60
Activity Programmer	21.22	22.06	23.15
Personal Support Worker (PSW)	20.16	20.97	22.39
Health Care Aide	20.16	20.97	22.39
Recreation Therapist	22.63	23.49	24.34
Maintenance Technician	23.40	23.76	24.81
RPN	26.81	27.17	28.33

Effective January 1, 2022 (+3.50%)

Job Classification	Start	Completion of 90-day Probationary Period	Completion of one (1) Year
Laundry Aide	19.32	20.21	21.15
Housekeeping Aide	19.32	20.21	21.15
General Maintenance	19.53	20.42	21.32
Activity Programmer	21.96	22.83	23.96
Personal Support Worker (PSW)	20.87	21.70	23.17
Health Care Aide	20.87	21.70	23.17
Recreation Therapist	23.42	24.31	25.19
Maintenance Technician	24.22	24.59	25.68
RPN	27.75	28.12	29.32

Effective April 21, 2022 (add \$3.00 PWE for PSW)

Job Classification	Start	Completion of 90-day Probationary Period	Completion of one (1) Year
Laundry Aide	19.32	20.21	21.15
Housekeeping Aide	19.32	20.21	21.15
General Maintenance	19.53	20.42	21.32
Activity Programmer	21.96	22.83	23.96
Personal Support Worker (PSW)	23.87	24.70	26.17
Health Care Aide	20.87	21.70	23.17
Recreation Therapist	23.42	24.31	25.19
Maintenance Technician	24.22	24.59	25.68
RPN	27.75	28.12	29.32

Effective January 1, 2023 (+3.50%)

Job Classification	Start	Completion of 90-day Probationary Period	Completion of one (1) Year
Laundry Aide	20.00	20.92	21.89
Housekeeping Aide	20.00	20.92	21.89
General Maintenance	20.21	21.13	22.07
Activity Programmer	22.73	23.63	24.80
Personal Support Worker (PSW)	24.71	25.56	27.09
Health Care Aide	21.60	22.46	23.98
Recreation Therapist	24.24	25.16	26.07
Maintenance Technician	25.07	25.45	26.58
RPN	28.72	29.10	30.35

Effective November 6, 2023 (+\$1.00 adjustment for RPN)

Job Classification	Start	Completion of 90-day Probationary Period	Completion of one (1) Year
Laundry Aide	20.00	20.92	21.89
Housekeeping Aide	20.00	20.92	21.89
General Maintenance	20.21	21.13	22.07
Activity Programmer	22.73	23.63	24.80
Personal Support Worker (PSW)	24.71	25.56	27.09
Health Care Aide	21.60	22.46	23.98
Recreation Therapist	24.24	25.16	26.07
Maintenance Technician	25.07	25.45	26.58
RPN	29.72	30.10	31.35

INSURED BENEFIT PROGRAMS – APPENDIX "B"

Waiting Period	Dental Benefits – 12 months 3 months ; all other insured benefits - 3 months
Dependent Child	Up to age 21 or age 25 if a full-time student at college or university
Minimum # Hours	As specified in Article 21.04 of this agreement

Health Benefits

Your provincial health plan covers most basic hospital and medical costs. Your supplementary health benefits cover additional expenses once your provincial coverage is exhausted, or expenses that are not covered under the provincial plan.

Hospital	100% coverage for semi-private accommodation
Drug	100% coverage for drugs which legally require a written prescription
Out of Canada	100% coverage includes emergency treatment. Limited to overall plan maximum
Major Medical	100% coverage includes supplies and appliances. Hearing aids limited to three hundred dollars (\$300) every five (5) years
Private Nursing	100% coverage for in-home private duty nursing. Limited to ten thousand dollars (\$10,000) per year
Paramedical	100% coverage for physiotherapists and other practitioners listed in your handbook
Vision Care	Three hundred and twenty-five (\$375) every twenty-four (24) months – Effective January 1, 2024.

Physiotherapy and speech therapy limited to \$500/year.

All other categories are limited to \$500/year; and 1 covered X-ray/year.

Annual Deductible	Nil
Overall Maximum	Unlimited
Termination Age	Earlier of retirement or age 65

DENTAL BENEFITS*

Basic Service	100% coverage for checkups, fillings, minor surgery, endodontics, periodontics, denture repairs and complex surgery
Annual Deductible	Nil
Overall Maximum	Basic: Two Thousand (\$2,000.00)
Dental Fee Guide	Payment based on the Current Guide for Ontario (ODA)
Termination Age	Earlier of retirement or age 65

DISABILITY BENEFITS

Short Term Disability	<p>Pays 66.7% earnings to maximum of \$800/week</p> <p>Benefits start on day 1 for accidents and day 4 for sickness, and continue for up to 119 days</p> <p>Termination age: Earlier of retirement or age 65</p>
Canada Pension Plan (CPP)	<p>Pays a monthly income to the contributor plus a monthly income for each dependent child. Benefits start in the 4th month after the month of disability, and continue until age 65</p>
Long Term Disability* (LTD)	<p>Pays 66.7% earnings to maximum of \$5,000/month.</p> <p>Payments are offset by workers' compensation and CPP/QPP Primary benefits</p> <p>Benefits start after 119 days of total disability and continue to age 65</p> <p>When you first join the plan, pre-existing conditions are not covered in first 12 months</p>
Definition Disability	<p>Based on duties of your "own occupation" for first 24 months of benefit</p>

SURVIVOR BENEFITS

Basic Life Insurance	2 x annual Earnings, to a maximum of \$500,000 Evidence of insurability is required for amounts in excess of \$275,000 Age Reduction: Reduce by 50% at age 65 Termination Age: Earlier of retirement or age 70
Basic AD & D Insurance	Matches Life Benefits Provides a benefit in the event of accident death, dismemberment, or paralysis due to accident. Termination age: Earlier of retirement or age 70
Dependent Life Insurance	Flat benefits of \$10,000/spouse and \$5,000/each dependent child
Optional Benefits	Additional life and AD & D insurance is available at low cost through payroll deduction
Survivor Extension	If you have family health or dental coverage, this may be continued for up to 24 months after your death, at no cost to your survivor dependents. Some restrictions apply

Premium cost of these () programs only is shared 50/50 by employee and Employer. All other program premiums are paid 100%

PENSION PLAN – APPENDIX B-1

The parties have agreed that Eligible Employees (as defined below) shall participate in and the Employer shall remit contributions to the Plan (as defined below), effective January 1st, 2010, in accordance with the following:

1. The following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

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

"Pensionable Earnings" means, for a pay period, the basic straight time wages and any pay in respect of:

- i) Straight time component of hours worked on a holiday;
- ii) Holiday pay, for the hours not worked;
- iii) Vacation pay;
- iv) Paid sick leave;
- v) Bereavement leave;
- vi) Jury duty; and
- vii) Negotiations and grievance meetings

that is payable to an Eligible Employee in that period. All other payments, premiums, allowances and other amounts are excluded from Pensionable Earnings.

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

2. Upon commencement of Plan membership each Eligible Employee shall contribute for each pay period an amount equal to four percent (4%) of the Eligible Employee's Pensionable Earnings to the Plan. Upon commencement of Plan membership, the Employer shall contribute on behalf of each Eligible Employee for each pay period an amount equal to four percent (4%) of the Eligible Employee's Pensionable Earnings to the Plan.

This Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

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

4. Notwithstanding any provision of the Trust Agreement, as amended from time to time, the Employer's obligation to make contributions or any other payments in respect of the Plan and the benefits thereunder shall be limited to the contributions and any other payments expressly required by the Collective Agreement. The Employer shall not be obligated to fund any deficit in the Plan.

If applicable pension law requires that the Employer contribute or make other payments in excess of those that are expressly specified herein, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation.

5. In the event that the Employer fails to carry out its obligations to contribute to the Plan, as provided herein, the Employer shall forthwith, upon written demand from the Trustees:

- a) Pay to the Plan trust fund all contributions that are due and owing in accordance with Appendix B-1, together with interest at such rate as may be determined by the Plan trustees from time to time, calculated from the due date until all contributions that are overdue are paid in full, provided that the rate of interest shall not exceed the Plan fund rate of return for the period during which the Employer was delinquent in paying such sums; and
- b) Complete and remit any contribution report forms or other related and supporting documents which may be required of the Employer;

For certainty, the Employer shall not be bound by any obligations of Article 6.07 of the Trust Agreement, as amended from time to time, which exceed or are inconsistent with the obligations that are expressly specified herein.

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

For further specificity, the following information is required to be provided respecting each Eligible Employee:

- i) Upon each Eligible Employee's commencement of Plan membership:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- ii) With each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable Earnings
 - YTD pension contributions
 - Employer portion or arrears owing due to error, or late enrolment by the Employer

iii) To be provided once, and if status changes:

- Full address as provided to the Employer by the Eligible Employee
- Termination date when applicable (MMDDYY)
- to be provided once if they are readily available:
 - Gender
 - Marital Status

Any additional information requests, beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information. The disclosure of such information shall require the consent of employees where the information is considered confidential.

LETTER OF UNDERSTANDING

BETWEEN

UNIONVILLE HOME SOCIETY
(hereinafter referred to as "the Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3744
(hereinafter referred to as "the Union")


Re: Parking Fees


The Employer agrees that parking fees payable by Bargaining Unit employees will not be imposed by the Employer for the duration of the Collective Agreement.

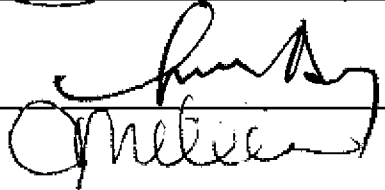
Dated at Markham, Ontario this 3 day of July, 2024.

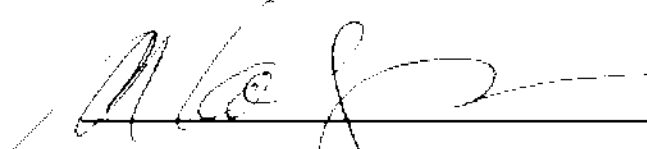
Signed on behalf of
CANADIAN UNION OF PUBLIC
EMPLOYEES, and its LOCAL 3744

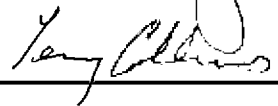
Signed on behalf of
UNIONVILLE HOME SOCIETY

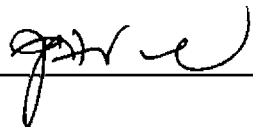












LETTER OF UNDERSTANDING

BETWEEN

UNIONVILLE HOME SOCIETY
(hereinafter referred to as "the Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3744
(hereinafter referred to as "the Union")

Re: Surge Learning

The parties agree to meet in Union Management Committee during the term of this collective agreement to discuss any issues arising from Surge Learning.

Dated at Markham, Ontario this 3 day of July, 2024.

Signed on behalf of
CANADIAN UNION OF PUBLIC
EMPLOYEES, and its LOCAL 3744

Signed on behalf of
UNIONVILLE HOME SOCIETY

