

# **COLLECTIVE AGREEMENT**

**between**

**STS. PETER AND PAUL RESIDENCE**

*(Hereinafter referred to as the Employer)*

**and**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES and its LOCAL 4890**

*(Hereinafter referred to as the Union)*

**Term: January 1, 2023– December 31, 2025**

## TABLE OF CONTENTS

<b>ARTICLE 1 – PREAMBLE.....</b>	<b>3</b>
<b>ARTICLE 2 – MANAGEMENT RIGHTS .....</b>	<b>3</b>
<b>ARTICLE 3 – RECOGNITION AND COVERAGE .....</b>	<b>4</b>
<b>ARTICLE 4 – UNION SECURITY .....</b>	<b>4</b>
<b>ARTICLE 5 – NO DISCRIMINATION OR INTIMIDATION .....</b>	<b>5</b>
<b>ARTICLE 6 – STRIKE AND LOCKOUTS.....</b>	<b>6</b>
<b>ARTICLE 7 – LABOUR MANAGEMENT RELATIONS.....</b>	<b>6</b>
<b>ARTICLE 8 – HEALTH AND SAFETY .....</b>	<b>7</b>
<b>ARTICLE 9 – GRIEVANCE PROCEDURE.....</b>	<b>8</b>
<b>ARTICLE 10 – ARBITRATION .....</b>	<b>10</b>
<b>ARTICLE 11 – DISCHARGE, DISCIPLINE AND SUSPENSION .....</b>	<b>11</b>
<b>ARTICLE 12 – SENIORITY .....</b>	<b>12</b>
<b>ARTICLE 13 – JOB POSTINGS AND PROMOTIONS.....</b>	<b>13</b>
<b>ARTICLE 14 – LAYOFFS .....</b>	<b>15</b>
<b>ARTICLE 15 – HOURS OF WORK.....</b>	<b>16</b>
<b>ARTICLE 16 – PAID HOLIDAYS.....</b>	<b>18</b>
<b>ARTICLE 17 – VACATIONS WITH PAY .....</b>	<b>19</b>
<b>ARTICLE 18 – UNPAID LEAVES OF ABSENCE .....</b>	<b>21</b>
<b>ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE.....</b>	<b>22</b>
<b>ARTICLE 20 – BEREAVEMENT LEAVE .....</b>	<b>24</b>
<b>ARTICLE 21 – EDUCATION LEAVE.....</b>	<b>25</b>
<b>ARTICLE 22 – UNION LEAVE .....</b>	<b>25</b>
<b>ARTICLE 23 – JURY AND WITNESS DUTY .....</b>	<b>26</b>
<b>ARTICLE 24 – SICK LEAVE .....</b>	<b>26</b>
<b>ARTICLE 25 – CLASSIFICATION OF EMPLOYEES AND WAGES .....</b>	<b>27</b>
<b>ARTICLE 26 – BENEFITS.....</b>	<b>28</b>
<b>ARTICLE 27 – SHIFT PREMIUMS .....</b>	<b>29</b>
<b>ARTICLE 28 – GENERAL .....</b>	<b>29</b>
<b>ARTICLE 29 – TECHNOLOGICAL CHANGES.....</b>	<b>29</b>
<b>ARTICLE 30 – PENSION PLAN.....</b>	<b>30</b>
<b>ARTICLE 31 – DURATION.....</b>	<b>32</b>
<b>APPENDIX “A” Wage Grid.....</b>	<b>33</b>

## **ARTICLE 1 – PREAMBLE**

- 1.01 It is the purpose of both parties to this Agreement:
- (a) To maintain and improve mutually satisfactory labour relations between the Employer, the Union and the employees involved and provide settled and just conditions of employment;
  - (b) To recognize the mutual value of joint discussions in the workplace;
  - (c) To provide mechanisms for the prompt and equitable disposition of grievances;
  - (d) To encourage efficiency in operations; and
  - (e) To promote the morale, well-being and security of all employees in the bargaining unit.
- 1.02 Use of the male pronoun in this Agreement shall be read to include the female.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer to:
- (a) determine and establish standards, reasonable policies and procedures;
  - (b) to maintain order, discipline, efficiency;
  - (c) to hire, transfer, lay-off, promote, demote, classify, schedule and assign duties;
  - (d) to discharge, suspend, or otherwise discipline Employees for just cause;
  - (e) to plan, direct and control the work of the Employees and the operations of the residence; and
  - (f) generally manage and operate the activities of the Employer.
- 2.02 The Employer shall exercise its rights in good faith and a fair and reasonable manner. These rights will not be used in a manner inconsistent with the collective agreement nor will these rights be used to deprive any employee of their

employment except through just cause.

## **ARTICLE 3 – RECOGNITION AND COVERAGE**

- 3.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Sts. Peter and Paul Residence in the City of Toronto, save and except the Administrator, persons above Administrator, the Bookkeeper, the Reception to the Administrator and the Director of Care.
- 3.02 During the term of this Collective Agreement there shall not be any contracting out of any work currently being performed by members of the bargaining unit if as, a result of such contracting out a layoff of any employee(s) results from such contracting out.
- 3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this collective agreement without the Union's written consent.
- 3.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiation with the Employer. Such representative(s) / advisor(s) shall have access to the Employer's premises in order, to deal with any matters arising out of this Collective Agreement. The union representative will make best efforts to provide at least twenty-four (24) hours' notice.
- 3.05 Definition of Employee
- (a) A "full-time" employee shall be deemed to be an employee who regularly works more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required.
- (b) A "part-time" employee shall be deemed to be an employee who regularly works not more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required.

## **ARTICLE 4 – UNION SECURITY**

- 4.01 As a condition of employment, the Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues, initiation fees, or assessments levied by the Union on its members.
- 4.02 The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

- 4.03 Except in the case of probationary employees, the Employer agrees to deduct once a month from the first pay of each employee covered by this Agreement, an amount equal to their regular union dues.

Probationary employees shall pay union dues after thirty (30) days of employment and shall be entitled to all rights in the Agreement except to grieve on discharge and except as expressly set out in this Agreement.

- 4.04 Deductions shall be forwarded to the National Secretary-Treasurer of the Union not later than the twentieth (20) day of the following month for which dues were levied. This shall be accompanied by a list of the names of the employees from whom dues were deducted, the number of hours for which they received pay and the amount of dues deducted. In addition, a copy of the aforementioned list will be forwarded to the Local Union Treasurer within a reasonable period of time.
- 4.05 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and further the Employer will allow the steward to introduce themselves and provide a copy of the collective agreement to the new employee.
- 4.06 Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.
- 4.07 The Union and its member shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- 4.08 All employees will provide the Employer with their current address and telephone number and email address, if possible and will notify the Employer immediately of any change(s) made to this information. The Employer will provide this information to the Union. The Employer is entitled to rely upon the address, telephone number and email address on file for the purposes of this Agreement.

## **ARTICLE 5 – NO DISCRIMINATION OR INTIMIDATION**

- 5.01 The Union and the Employer agree to abide by the Ontario *Human Rights Code*.
- 5.02 Neither the Employer nor the Union, nor any representative of either pay shall discriminate against, interfere with, restrict or coerce any employee because of any participation or lack of participation in any Union activity.
- 5.03 The Union further agrees that there will be no solicitation for membership, collection of dues or other Union activity on the premises of the Employer during working hours, except as specifically by this Agreement and/or with the permission of the Employer.

## **ARTICLE 6 – STRIKE AND LOCKOUTS**

- 6.01 The parties to this Agreement agree that there will be no lockouts or strikes during the term of this agreement.
- 6.02 Definition of the term “strike and lockout” as used in 6.01 above shall be in accordance with the *Ontario Labour Relations Act* and amendments thereto.

## **ARTICLE 7 – LABOUR MANAGEMENT RELATIONS**

- 7.01 The Union undertakes to notify the Employer, in writing, of the names of the stewards and Union Officers immediately when such an appointment or any replacement is made.

(a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer, in writing, with the names of its officers and stewards. There will be no more than three (3) stewards.

(b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the bargaining unit, two (2) of whom shall be paid by the Employer. The Union will advise the Employer in writing of the Union nominees to the Committee.

7.03 Labour Management Committee

The parties agree to establish a Joint Labour Management Committee (“LMC”)

of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties, it being understood that the LMC shall have no right to usurp the power of the negotiation committee. Further, matters which are properly the subject of grievances shall not be discussed by the LMC. The LMC shall meet quarterly or from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator prior to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the LMC may be increased.

7.04 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or their designate and the Secretary of the Local with a copy sent to the National Representative of the Union.

7.05 **All Staff Meeting**

**Upon request, the employer will hold a meeting with senior management present that all employees will be encouraged to attend but will not be mandatory. The meeting will include time for staff to raise any questions and concerns they have. The employer will make the necessary arrangements to allow bargaining unit members scheduled to work at the time of the meeting to attend the meeting. Once a year, upon request, the employer will offer to pay staff who are not scheduled to work at the time of the meeting, as time worked.**

7.06 **Exit Interviews**

**The employer will hold paid exit interviews with all bargaining unit members who resign or retire from their positions including probationary employees. A representative selected by the union will attend all exit interviews and may take notes and ask questions.**

## **ARTICLE 8 – HEALTH AND SAFETY**

8.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Residence in order, to prevent injury and illness and therefore agree to recognize and co-operate in the implementation of the requirements of the *Occupational Health and Safety Act*, as amended from time to time.

8.02 A Joint Health and Safety Committee shall be established which is composed of two (2) representatives of the Union and the Employer respectively. The Committee shall meet at least once a quarter or as otherwise agreed to by the Committee members. Time spent in such meetings is to be considered, to be

time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

- 8.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections. Scheduled time spent in all such activities shall be considered as time worked.
- 8.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety and Insurance Board (WSIB) relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose.
- 8.05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.01 Definition of a Grievance**

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s) of the bargaining unit, or the Union relative to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

- 9.02 The grievance shall say the type of grievance and what the grievance is about. It will also say what the article(s) of the Collective Agreement are that have been violated and how to resolve the grievance.
- 9.03 The parties want to resolve all complaints as quickly as possible and no grievance shall arise until an employee has discussed the complaint with their immediate supervisor. The grievor may have the assistance of a Union Steward if they so desire.

## Settling of a Grievance

### 9.04 Step #1

The complaint shall be discussed with their immediate supervisor within five (5) days of when the problem happens or when the employee, acting reasonably, becomes aware of the problem.

If the complaint is not resolved in three (3) days after being brought to the immediate supervisor, it will go to Step #2 below.

### 9.05 Step #2

The Union or employee shall give the written and signed grievance to the Administrator or their designate. The Administrator will give a written decision within five (5) days of receiving the grievance.

### 9.06 Step #3

Failing settlement above, the grievance will be sent to the Chair of the Board or designate within five (5) days. The Chair of the Board or designate shall reply within fifteen (15) days after receipt of the written grievance.

### 9.07 Mediation

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

### 9.08 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

Where the grievance is an Employer grievance it shall be filed with the Chief Steward or designate.

### 9.09 Group Grievance

Where a number, of employees have identical grievance, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving to the Administrator or designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and shall follow the procedure as any other grievance.

9.10 All agreements reached under the grievance procedure between the representatives of the Employer and representatives of the Union will be final and

binding upon the Employer, the Union and the employee(s).

- 9.11 Failing settlement of the grievance under the above procedure, either the Union or the Employer may, on giving ten (10) days' notice in writing to the other party of its intention, refer the dispute to arbitration as outlined in Article 10.
- 9.12 In this Article, "days" shall not include, Saturdays, Sundays or paid holidays recognized under this Agreement.
- 9.13 The parties agree that the time limits and requirements of this Article are mandatory and must be complied with unless the parties agree in writing otherwise.

## **ARTICLE 10 – ARBITRATION**

- 10.01 When either party requests that a grievance that has been properly processed through the grievance procedure in Article 9, it shall notify the other party in writing of its desire to submit the grievance to arbitration and inform the other party in writing of three (3) proposed Arbitrators. This notice shall contain a copy of the original grievance. The recipient of such notice shall respond within ten (10) days of the receipt of the letter of their acceptance or rejection of the proposed Arbitrators, along with its list of proposed Arbitrators, until an Arbitrator can be mutually agreed upon. Either party may at any time request the Minister of Labour to appoint an Arbitrator.
- 10.02 As an alternative to the appointment of a single Arbitrator as per Article 10.01, the parties may agree to the appointment of a three (3) person board in the following manner. Each party will advise the other in writing of its nominee to the Arbitration Board within five (5) days of the date of the referral to arbitration. The two nominees shall then select an impartial chairperson. If they are unable to agree to a Chair within five (5) days, the appointment shall be made by the Minister of Labour.
- 10.03 The decision of the arbitrator or majority of the Arbitration Board, as the case may be shall be final and binding and enforceable on all parties, but in no event, shall the Arbitrator or Arbitration Board have the power to change the Agreement, or to alter, modify or amend any of its provisions. However, the arbitration or Arbitration Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable unless otherwise addressed in this Agreement.
- 10.04 Each party shall pay:
- (a) the fees and expenses of its own representatives at arbitration, including their own nominee;
  - (b) one-half of the fees and disbursements of the arbitrator or chairperson.

- 10.05 The time limits in both the grievance and arbitration procedure may be extended by mutual consent of the parties to this Agreement.
- 10.06 No person shall act as an Arbitrator or sit on an Arbitration Board who has been involved in attempts to settle any grievance except by mutual agreement of the parties.
- 10.07 In this Article, “days” shall not include Saturdays, Sundays or paid holidays recognized under this Agreement.

## **ARTICLE 11 – DISCHARGE, DISCIPLINE AND SUSPENSION**

- 11.01 Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee of the specific purpose of the interview in order that the employee may contact their steward to be present at the interview.
- 11.02 If an employee who has completed their probationary period, claims that they have been unjustly discharged, such claim must be submitted by the Union at Step 2 of the grievance procedure within five (5) days following the effective date of the discharge.
- 11.03 An employee shall be notified in writing of an expression of dissatisfaction concerning their work within thirty (30) days of the event of this complaint. This notice shall include particulars of the work performance that led to such dissatisfaction. If this procedure is not followed such expression of dissatisfaction shall not become part of their record for use against them at any time. The employee’s reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.
- 11.04 An employee shall have the right, upon reasonable notice, to have access to and review their personnel record. An employee shall have the right to make copies of any material contained in their personnel record, half of the reasonable cost of which shall be borne by the employee.
- 11.05 Clearing the File

The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action and shall be removed from the file.

The record of an employee shall not be used against them at any time after eighteen (18) months following a Letter of reprimand (written warning) and twelve (12) months after any adverse reports (verbal warning) and shall be removed from the file.

## ARTICLE 12 – SENIORITY

- 12.01 (a) Seniority shall be used in determining preference or priority for lay-offs and recalls, provided that in the judgment of the Employer, the employee has the skills, ability, training and physical qualifications to do the work required. Seniority shall operate on a bargaining-unit-wide basis. This will not be exercised in an unreasonable manner by the Employer.
- (b) A newly hired employee shall be considered a probationary employee until they have completed four hundred and fifty (450) hours worked. The employee will acquire seniority after completing the probationary period, at which time the employee's seniority will date back to the day on which their last employment within the bargaining unit with the Employer commenced.
- 12.02 The dismissal of a probationary employee will be at the sole discretion of the Employer, provided that the Employer did not act in bad faith or arbitrary manner or violate the *Ontario Human Rights Code*.
- 12.03 An employee shall lose their seniority and the employee's employment will be terminated if:
- (a) The employee voluntarily quits the employ of the Employer;
- (b) The employee is discharged for just cause and the discharge is not reversed through the Grievance or Arbitration procedures;
- (c) The employee fails to return to work for their next scheduled shift after the completion of a leave of absence granted by the Employer unless through sickness of sufficient cause;
- (d) The employee gives false reasons for obtaining a leave of absence or uses a leave of absence for a purpose other than that for which the leave was granted;
- (e) The employee fails to report back to work from lay-off within seven (7) calendar days after the employee is notified that they are to return to work. An employee shall be considered as having been "notified" on the day after the receipt of the Employer's communication, by courier, to the employee's last known address in the records of the Employer and it shall be the responsibility of the employee to keep the Employer informed of their current address;
- (f) The employee is absent for three (3) consecutive scheduled shifts without sufficient cause and without personally notifying the Employer unless such notice was not reasonably possible;
- (g) The employee is on lay-off and is not recalled to work within twenty-four (24) months;

(h) The employee is a casual employee and fails to provide their availability for a minimum three (3) shifts every month without providing a reason which is satisfactory to the Employer.

(j) The employee retires.

12.04 Seniority lists of employees covered by this Agreement shall be posted and revised by the Employer at least once yearly in January with a copy to the Recording Secretary of the Union.

12.05 (a) Full-time employees shall accumulate seniority and service on the basis of their most recent date of hire.

(b) Part-time employees hired after date of ratification will accumulate seniority on the basis that one (1) full-time year of seniority and service is equal to nineteen hundred and fifty (1950) paid hours.

Seniority is defined as the length of service with the Employer in the bargaining union since the last date of hire. Notwithstanding the above, a part-time employee cannot accrue more than one (1) year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally.

## **ARTICLE 13 – JOB POSTINGS AND PROMOTIONS**

13.01 When a vacancy, other than a temporary vacancy, occurs due to a resignation or termination, or when a new position is created within the bargaining unit:

(a) the Employer shall post notices of the position on the Employer's bulletin board with a copy to the Union for a minimum of seven (7) calendar days unless the Employer informs the Union of intentions not to fill the position.

(b) the job posting notice shall stipulate the position open, the qualifications required for the position and the initial hours to be worked.

(c) the Employer may fill the vacancy on a temporary basis until the job posting provisions have been completed and fully processed; and

(d) the Employer may engage in outside advertising; however, no new employees will be hired until the applications of bargaining unit employees have been processed.

(e) The name of the successful applicant shall be posted on the Employer's main bulletin board.

13.02 (a) Temporary vacancies less than 30 days

The Employer shall not be required to post temporary vacancies which will not exceed thirty (30) days. The Employer may fill any such temporary vacancies by offering the job to any individual who, in the opinion of the Employer, is most qualified to do the job, including those employees on lay-off, giving due consideration for seniority. An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of their temporary position.

(b) Temporary vacancies greater than 30 days

A vacancy which occurs for more than thirty (30) days, will be posted stating the duration of the position. Upon termination of a temporary job, the employee shall return to the classification and job location in which they last worked. In the event, that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of their temporary position.

13.03 An employee who wishes to apply for any posted vacancy must submit a correctly completed application in writing to the official of the Employer named in the notice. Only employees who apply for a posted vacancy in this manner shall be considered for a posted vacancy.

13.04 In making staff changes, transfers, promotions, or appointments the Employer will consider:

- (a) the requirements of the position and the skill, ability and qualifications of the applicants; and
- (b) seniority.

When the factors in (a) are relatively equal, seniority shall govern. The Union and the internal applicants shall be notified within one (1) week following the end of the posting period.

13.05 The successful applicant shall be placed on trial in the new position for a period of up to two (2) months. Any time during the trial period.

- (a) the employee may return to their former position if they feel that they are not suitable for the position; or
- (b) the Employer may return the employee to their former position if the Employer feels that the employee is not suitable for the position.

In the event of (a) or (b) above, the Employee will return to their former position and salary without loss of seniority. Any other employee promoted-or transferred as a result of the re-arrangement of position shall also be returned to their former

position without loss of seniority and any probationary employee(s) hired to fill vacancies shall be terminated.

- 13.06 An employee transferred or promoted from a bargaining unit position to a non-bargaining unit position shall be credited with seniority accrued in the bargaining unit at the time of transfer and will maintain their accrued seniority for up to the trial period of two (2) months from the time of transfer. After the two (2) months, all bargaining unit seniority will be forfeited.

In the event, that an employee is transferred or promoted from a bargaining unit position to a non-bargaining unit position that is expected to be of a non-permanent nature, they shall be credited with seniority accrued in the bargaining unit at the time of transfer and will maintain their accrued seniority.

- 13.07 For the purposes of this Article, “days” shall not include Saturdays, Sundays or paid holidays recognized under this Agreement.
- 13.08 The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

## **ARTICLE 14 – LAYOFFS**

- 14.01 No employee (full or part-time) shall be laid off during the term of the agreement unless there are forty (40) or less residents in the Care Wing. If there are forty (40) or less residents in the Care Wing, the parties will exercise and comply with the obligations as already stated in Article 15.

- 14.02 (a) In the event, that the Residence determines that it is necessary to reduce staffing levels, the Residence shall meet with the Union and the employees to discuss the necessary reductions and the expected duration of the reductions.

- (b) If the parties are unable to reach an agreement as to how the reductions should occur, the following provisions shall apply.

- 14.03 (a) In the event of a proposed lay-off, the Employer will:
- (i) notify the Union in advance of notifying the employee(s) of a lay-off;
  - (ii) provide the affected employee(s) with notice of the lay-off in accordance with the Employment Standards Act or pay in lieu thereof.
- (b) In the event of a lay-off for reasons of natural disaster, power failure, disease or other condition beyond the control of the Employer, the foregoing notice requirements shall not apply, and the Employer shall provide notice to the Union and affected employees as soon as reasonably possible.

#### 14.04 Layoff Procedure

In the event of a lay-off the Employer shall lay-off employees in reverse order of seniority:

- (a) An employee who is subject to lay-off shall have the right to either accept the layoff; or
- (b) displace the least senior employee in a classification of a rate equal to or lower than that for their classification prior to the lay-off, provided the employee is able, to perform the job.

An employee who wishes to exercise their right to displace another employee shall advise the Employer within seven (7) days of the date of the notice of lay-off issued by the Employer.

14.05 Employees who have been laid off will be recalled in the reverse order of lay-off and will be given the opportunity to return to their old jobs or to other jobs in line with their seniority when they are needed again, provided that they are willing and able to perform the work available.

14.06 No new employees shall be hired while employees with seniority are laid-off unless said employees either have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or they do not have the qualifications to perform the work in question.

### **ARTICLE 15 – HOURS OF WORK**

15.01 The normal full-time hours of work shall be thirty-seven and one-half (37 ½) hours per week. The standard hours of work shall be seven and one-half (7 ½) hours per day exclusive of one-half (1/2) hour unpaid meal period. Any authorized work performed by an employee in excess, of thirty-seven and one-half (37½) hours in a week shall be paid at the rate of time and one-half (1 ½) of the employee's regular straight time hourly rate.

15.02 The normal part-time hours of work shall be twenty-four (24) hours or less per week. However, part-time employees shall be entitled to work in excess, of twenty-four (24) on a sporadic basis in cases of emergency which shall include situations where other employees are not readily available. The standard hours of work shall be seven and one-half (7½) hours per day exclusive of one-half (1/2) hour unpaid meal period. Any authorized work performed by an employee in excess, of thirty-seven and one-half (37½) hours in a week shall be paid at the rate of time and one-half (1½) of the employee's regular straight time hourly rate.

15.03 Nothing in this article or agreement shall be construed as a guarantee of a number, of hours of work per day or per week.

- 15.04 a) **Extra shifts, whether they become available before or after the schedule is posted will be offered in the following order to employees qualified to do the work:**
- 1) **First, in order of seniority to any employee who is not already scheduled to work three (3) shifts that week.**
  - 2) **Second, in order of seniority, to any employee who is not already scheduled to work 37.5 hours that week.**
  - 3) **Finally, at overtime-rates to the next employee on the call-in list in accordance with 15.04 (b).**
- b) **To accomplish the equitable distribution of overtime the employer will maintain a call-in list for each classification of all employees willing and qualified to do the work of that classification. Employees on the call-in list will be called or texted in accordance with their preference in order of seniority beginning with the most senior employee until the vacant shift is filled. Succeeding call-ins will start with the person on the list below the last person to accept an overtime shift, and so on, on a rotational basis.**

**The call-in list will indicate whether the employee prefers to receive a phone call or text message. If the employee receives a phone call and does not pick up the employer will leave a voicemail with the relevant information.**

**Employees will have 20 minutes to respond to a voicemail or text message. The employer may choose to continue contacting employees further down the list during that 20 minute period, however the person highest on the list to respond within 20 minutes will be awarded the extra shift.**

- 15.05 Three-month work schedules shall be posted two (2) weeks in advance. Employees may, for their own convenience, exchange shifts with other employees provided they receive prior approval from their supervisor and provided, that the Employer is not responsible or liable for overtime rate claims and non-compliance with any provisions of the Collective Agreement that might arise or occur as a result, of the exchange of shifts. The two Employees involved will sign a Shift Change Form which is submitted to the respective Manager. It is understood that approval will not be unreasonably withheld.
- 15.06 Forty-eight (48) hours' notice shall be given before change of shift except in emergencies.
- 15.07 Employees shall not be required to lay-off during regular hours to equalize any overtime worked.
- 15.08 Overtime and call-back time shall be divided equitably among the employees who are willing and qualified to perform the work that is available.

- 15.09 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.
- 15.10 Employees shall not have their hours of work reduced without prior notification to the Union by the Employer.
- 15.11 Overtime shall be based on the employee's regular rate of pay and there shall no pyramiding of overtime.
- 15.12 All employees shall be entitled to a fifteen (15) minute coffee break with pay in each half shift at times designated by the Employer.
- 15.13 Standard/Daylight Saving Time

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

## ARTICLE 16 – PAID HOLIDAYS

- 16.01 The Employer recognizes the following as paid holidays:

New Year's Day	Family Day	Good Friday	
Victoria Day	Canada Day	<b>Civic Holiday</b>	
Labour Day	Thanksgiving Day	Christmas Day	Boxing Day

The Employer agrees to grant employees one (1) Float Day with pay.

Time off for the float holiday shall be arranged through mutual agreement between the employee and the Employer. The employee must have a minimum of six (6) months of service in order, to be eligible for a float holiday.

- 16.02 In order, to qualify for holiday pay, an employee must work their full scheduled shift immediately preceding and immediately following, the holiday, except where such absence is due to sickness or other authorized leave of absence and provided that the employee has earned wages for at least twelve (12) working days in the thirty (30) days prior to the date of the holiday.
- 16.03 An employee scheduled to work on a holiday must work on the holiday in order, to qualify for holiday pay, except where such absence is due to sickness or other authorized leave of absence.
- 16.04 An employee required to work on a holiday on a regularly scheduled shift shall be paid time and one-half (1½). In addition, the employee shall either:

- (a) Receive a substitute day off work at their regular rate, or
- (b) The employee will be paid for the substitute day at their regular rate.

Any day that an employee takes off work pursuant to the above may only be taken at a time that is mutually agreeable to the Employer and the employee.

- 16.05 Public Holiday Pay of all employees qualifying for such pay shall be calculated in accordance with the *Ontario Employment Standards Act 2000*.
- 16.06 If a holiday falls on an employee's regular day off, the employee will receive a regular day's pay or a compensating day off in lieu thereof.
- 16.07 The Employer shall arrange for employees who request one month in advance, to have either Christmas or New Year's Day off subject to operational needs. Seniority shall be the deciding factor in the event of a conflict of preference.
- 16.08 There shall be no pyramiding of premium pay, overtime pay, sick pay and holiday pay.

## **ARTICLE 17 – VACATIONS WITH PAY**

### **17.01 Purpose of Vacation**

The purpose of vacation is to provide time off during the year for rest and relaxation. This benefits the health of employees. The parties agree that the intention is for all employees to use their entire allotment of vacation in each vacation year.

- 17.02 (a) For the purpose, of calculating an employee's eligibility, the employee's anniversary date of hire shall be used.
- (b) The vacation year is January 1<sup>st</sup> to December 31<sup>st</sup> annually.
- 17.03 An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:
  - (a) Less than one (1) year – 1 working day for each month of service, to a maximum of ten (10) days
  - (b) After one year – 2 weeks (10) days
  - (c) After three years – 3 weeks (15 days)
  - (d) After ten years – 4 weeks (20 days)
  - (e) After sixteen years – 5 weeks (25 days)
  - (f) Part-time

Less than one (1) year of service	4% of gross earnings
One (1) year of service	4% of gross earnings
Three (3) years of service	6% of gross earnings
Ten (10) years of service	8% of gross earnings
Sixteen (16) years of service	10% of gross earnings

17.04 (a) Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacation requests must be made no later than March 15<sup>th</sup>. The vacation schedule for this period shall be posted no later than May 15<sup>th</sup>. For vacations falling between September and May, vacation requests must be made no later than June 15<sup>th</sup>. The vacation schedule for this period shall be posted no later than August 15<sup>th</sup>.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

Vacations shall be granted first on the basis of seniority if submitted by the deadline date. All requests after the deadline date will be approved on a first come, first served basis.

- (b) Any vacation entitlement which is not scheduled in accordance with paragraph (a) above shall be scheduled during the vacation year by submitting written requests to the Administrator at least four (4) weeks in advance of the intended start of the vacation.
- (c) Vacation entitlement shall not be accumulated from year to year and any unused vacation time shall be paid out at the end of the vacation year.
- (d) All vacation requests shall be subject to the approval of the Employer, having due concern for the proper operation of the Residence, **and will not be unreasonably denied**. Such approval or denial shall be given within one (1) week of the request.
- (e) **Access to vacation during the winter holiday period of December 24 to January 2 will be equitably distributed. It will be granted in accordance with 17.04 (d) and according to seniority but on a rotational basis.**

17.05 For full-time employees, vacation pay shall be paid on the payroll days, which apply, to the pay periods during which a vacation occurs. For part-time employees, vacation pay shall be paid on each cheque.

17.06 An employee terminating employment for whatever reason shall be paid their proportionate amount of vacation pay owing to them on their final pay cheque.

17.07 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

17.08 Bereavement Leave During Vacation

Bereavement Leave may be substituted for vacation where it can be established by the employee that an entitlement for bereavement leave occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted for the purpose of bereavement leave occurring immediately prior to the scheduled vacation.

## **ARTICLE 18 – UNPAID LEAVES OF ABSENCE**

18.01 (a) Except in cases of emergency or illness, an employee may request a leave of absence provided they give the Employer at least fourteen (14) days' notice in writing. The notice shall set out the reasons for the proposed leave of absence and expected date of return.

If an absence is due to illness or accident or other circumstances which reasonably preclude the employee from following this approval process, the employee must notify the Employer of the employee's anticipated absence, the reason for the absence and the expected date of return, as soon as possible, if they are medically able to do so.

18.02 An employee who is absent due to illness or other medical reason may be required by the Employer to produce a medical note or certificate outlining the prognosis for recovery, the expected date of return and the employee's ability to perform any of their regular duties or alternative duties if necessary. The Employer will notify the employee where a medical note is required. The cost of obtaining such evidence shall be borne by the employer.

18.03 Except as provided expressly in this Agreement, an employee will receive no wages or pay of any kind during any absence.

18.04 Unpaid Leave of Absence shall not be granted to full-time employee for the purpose, of working elsewhere, other than charitable volunteer work.

Part-time employees may request a vacation period (unpaid leave of absence).

- 18.05 The Employer will maintain its share of a full-time employee's benefits in circumstances where the employee takes a leave of absence of thirty (30) calendar days or less. In such a case, the employee shall prepay the Employer their share of the benefit premiums. For absences of more than thirty (30) calendar days, the employee shall assume responsibility for the entire cost of their benefit coverage by prepaying such premiums to the Employer on a monthly basis.

## **ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE**

- 19.01 Pregnancy and Parental leave will be granted in accordance with the provisions of the Employment Standards Act of Ontario unless otherwise amended.

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

**The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.**

- (ii) **The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.**

- (iii) **The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.**

- (b) **Additional leave of absence may be taken under 19.02 Parental Leave.**

- (c) **An employee who does not apply for leave of absence under 19.01 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.01 a)**

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

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

- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 19.01 d).
- (f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- (g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

## 19.02 Parental Leave

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child, a person

**with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his, her or their own.**

- (iii) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.**
- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.**

**Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.**

- (v) For the purposes of Parental Leave the provisions under 19.01 a), d), e), f), g) and h) shall also apply.**

**The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks while the employee is on parental leave.**

**Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.**

**The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave.**

## **ARTICLE 20 – BEREAVEMENT LEAVE**

**20.01 An employee who would otherwise have been at work and who has completed their probationary period shall be entitled up to:**

- (a) Five (5) consecutive days' absence (to be taken within the period commencing three days prior to and ending three days after the funeral) without loss of regular pay in the event of the death of their spouse or common-law spouse, same-sex partner, child, parent.**

- (b) Four (4) consecutive days' absence (to be taken within the period commencing three days prior to and ending three days after the funeral) without loss of regular pay in the event of the death of their ward, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, brother-in-law or sister-in-law.
- (c) Two (2) days absence without loss of regular pay to attend the funeral in the event of the death of an aunt, uncle, nephew or niece. The definition of aunt or uncle is defined as brother or sister of parent. The definition of niece and nephew is defined as child of aunt and uncle as defined above.

## **ARTICLE 21 – EDUCATION LEAVE**

- 21.01 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- 21.02 The Employer may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that:
- (a) such upgraded qualifications are relevant to the Employer's operations and needs;
  - (b) the Employer receives at least one (1) months' notice in writing unless impossible; and
  - (c) such leave may be arranged without undue inconvenience to the efficient operations of the Residence and such requests will not be unreasonably denied.
- 21.03 Applicants, when applying, must indicate the date of departure and specific date of return.

## **ARTICLE 22 – UNION LEAVE**

- 22.01 Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits and without loss of seniority provided, that the leave does not cause undue inconvenience to the efficient operations of the Residence and that the Residence shall not be required to incur premium payments. Requests for such leave shall not be unreasonably denied.
- 22.02 The Union shall reimburse the Employer for receipt of such pay and benefits and the Employer shall be entitled to invoice the Union in advance for such payment, such payment to be received by the Employer within thirty (30) days of the date

of the invoice.

## **ARTICLE 23 – JURY AND WITNESS DUTY**

- 23.01 If an employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party (in which the employee is not the accused), or is required by subpoena to attend a court of law or coroner's inquest in connection, with a case arising from the employee's duties at the Residence, the employee shall not lose regular pay or seniority because of such attendance, provided that, the employee:
- (a) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
  - (b) present proof of service requiring the employee's attendance; and
  - (c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

## **ARTICLE 24 – SICK LEAVE**

- 24.01 Sick leave means the period of time, an employee is absent from work with full pay by virtue of being sick or disabled 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 and Insurance Act*.
- 24.02 Full-time employees who have completed their probationary period shall be entitled to ten (10) paid sick leave days per year for 2017 and twelve (12) paid sick leave days commencing January 1, 2018.
- 24.03 Sick leave credits shall accumulate, if unused, from year to year to a maximum of eighty (80) days. The credits do not have any value upon cessation of employment for any reason, including termination and retirement.
- 24.04 When an employee requires a leave to provide for the needs of a member of their immediate family (as defined in Article 21.01 (a)), an employee shall be entitled, after notifying their supervisor, to use a maximum of four (4) accumulated sick leave days per illness to care for the member of the family who is ill.
- 24.05 Immediately after the end of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

## **ARTICLE 25 – CLASSIFICATION OF EMPLOYEES AND WAGES**

- 25.01 Employees shall be classified and paid in accordance with the provisions set out in Schedule “A” forming part of this Agreement.
- 25.02 The Employer shall pay salaries and wages every two (2) weeks in accordance with Schedule “A”. On each pay day, each employee shall be provided with an itemized statement of their wages, hours and deductions.
- 25.03 When an employee is required to temporarily substitute in or is required to perform the principal duties of a higher paying position in the bargaining unit for a period, in excess of one-half ( $\frac{1}{2}$ ) of a shift, they shall receive the rate of pay applicable to the higher position from the beginning of such assignment. When an employee is temporarily assigned to a lower paying position than their own, their rate of pay shall not be reduced.
- 25.04 When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavor, to negotiate a mutually satisfactory rate of pay. Such request shall be made within one (1) week after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within one (1) calendar week following the meeting. The decision of the arbitration or Arbitration Board shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.
- 25.05 Any change in the rate established by the Employer as mutually agreed upon by the parties or awarded by an arbitration or Arbitration Board shall be retroactive to the date that the Union raised the issue with the Employer.
- 25.06 If the Employer makes an error in the employee’s favour of a day’s pay for that employee or less, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess, of a normal day’s pay, at the request of the employee, the overpayment will be deducted over the following two (2) or three (3) pay periods as agreed upon between the parties.
- 25.07 The Employer has instituted a direct deposit payment system to ensure the efficient payment of wages. Employees will each provide to the Employer or its agent the name and address and bank account number into which the employee’s wages shall be deposited. Each employee will notify the Employer immediately upon any change of account into which wages are to be deposited or of any other matters which would affect the Employer’s payment of wages to an employee’s designated account.

25.08 When the employer changes the duties of the existing job classifications the union will be notified. The employer will provide to the union the new job description, if the union feels that the job duties have been changed such that the assigned wage rate does not accurately reflect the altered assigned duties then the union may access Article 25.04.

25.09 Responsibility Allowance for Work Outside the Bargaining Unit

Where there is no supervisory employee in the building, the charge nurse designated to be in charge of the building will be paid an additional \$1.00/hour in addition to the Appendix "A" grid.

25.10 Uniform Allowance

**Employees will receive a uniform allowance of eleven dollars and fifty cents (\$11.50) for every 150 hours worked.**

## ARTICLE 26 – BENEFITS

26.01 a) The Employer agrees to continue to maintain the benefit plans or their equivalent, currently in place, and to pay seventy-five percent (75%) of the single/family premium for employees who have been employed for three months and who have elected to participate. These same employees will pay the remaining twenty-five percent (25%) of the premiums. The current benefit plans are extended health including drug, vision, out-of-Canada, major medical, private nursing and paramedical services; **Work Life Assistance Program**, emergency travel assistance; life insurance; and accidental death and dismemberment. The Employer will pay seventy-five percent (75%) of the premium in respect of dental care.

b) Effective the first full calendar month following ratification:

The dental benefit period maximum is \$1,500

The vision care benefit maximum is \$300 per insured in any 12 consecutive month period for an insured person under age 18 or in any 24 consecutive month period for an insured person age 18 and over.

26.02 Part time in Lieu of Benefits

Part-time employees shall receive nine and one -half percent (9.5%) their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and sick leave benefits.

### 26.03 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

## ARTICLE 27 – SHIFT PREMIUMS

- 27.01 (a) The Employer agrees to pay a shift premium of **seventy-five cents (0.75¢)** per hour to employees for each hour worked between the hours of 23:00 and 07:00.
- (b) The Employer agrees to pay a weekend premium of **forty-five cents (0.45¢)** per hour for every employee who works between the hours of 06:00 Saturday to 23:00 Sunday.

Employees will be paid either the night shift premium or the weekend shift premium, but will not be paid both.

## ARTICLE 28 – GENERAL

- 28.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. The cost of printing shall be shared equally by the Union and the Employer and copies shall be given to the employees within thirty (30) days of signing.
- 28.02 The Employer shall provide a bulletin board in the present staff lounge for the access of all employees and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest, to the employees provided that all such notices are submitted to the Administrator for approval before posting, such approval not to be unreasonably withheld. All out-dated notices shall be removed by the Union forthwith.
- 28.03 Personal Protective Equipment

The Employer shall provide the Assistant Superintendent and Labourer with an annual allowance of one-hundred dollars (\$100.00) to purchase safety shoes and a bi-annual allowance of \$150 to purchase snow pants, snow jacket and balaclava, to be utilized while performing duties at the Sts. Peter and Paul Residence. This allowance will only be provided upon the provision of receipts.

## ARTICLE 29 – TECHNOLOGICAL CHANGES

- 29.01 The Employer undertakes to notify the Union in advance so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.
- 29.02 The Employer agrees to discuss with the Union the effect of such technological change on the employment status of employees and to consider practical ways of minimizing the adverse effect, if any, upon employees concerned.

## **ARTICLE 30 – PENSION PLAN**

**This Article 30 will come into effect three (3) full pay periods after ratification of this Collective Agreement.**

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

- 1) **“Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.**

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

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

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

**“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.**

- 2) **Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to one percent (1%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to one percent (1%) of Applicable Wages to the Plan.**
- 3) **The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.**
- 4) **The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the**

**Plan, or be responsible for providing any such benefits.**

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

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

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

**For further specificity, the items required for each eligible employee by Section 5) of the agreement are:**

**i) To be Provided Once Only at Plan Commencement:**

**Date of Hire  
Date of Birth  
Date of First Contribution  
Seniority List to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit)**

**ii) To Be Provided with each Remittance:**

**Name  
Social Insurance Number  
Monthly Remittance  
Pensionable Earnings  
Year To Date Contributions  
Employer portion of arrears owing due to error, or late enrolment by the Employer**

**iii) To Be Provided Once, and if Status Changes:**

**Full Address as provided to the Employer Termination date where applicable (MMDDYY)**

**iv) To Be Provided Once if they are Readily Available:**

**Gender**

**Marital Status**

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

**ARTICLE 31 – DURATION**

This Agreement, which supersedes all previous Agreements, practices, written, express or implied, will come into effect from on **January 1, 2023 and continue to December 31, 2025**. Notice that either party wishes to amend the terms hereof or terminate the said Agreement may only be given a period of ninety (90) to thirty (30) days preceding **the expiry**.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

FOR THE UNION:

Virginia Sosa

Gertrudes Fornal

FOR THE EMPLOYER:

Dennis Levesque

## APPENDIX “A” Wage Grid

Classification	2022			2023		
	Start	One	Two	Start	One	Two
<b>RN</b>	\$31.97	\$33.53	\$35.09	<b>\$33.09</b>	<b>\$34.70</b>	<b>\$36.32</b>
<b>RPN</b>	\$26.23	\$27.15	\$28.07	<b>\$27.15</b>	<b>\$28.10</b>	<b>\$29.05</b>
<b>HCA/PSW</b>	\$22.05	\$22.49	\$22.94	<b>\$22.82</b>	<b>\$23.28</b>	<b>\$23.74</b>
<b>LAB / HOUSEKEEPING</b>	\$18.35	\$19.02	\$19.70	<b>\$18.99</b>	<b>\$19.69</b>	<b>\$20.39</b>
<b>LAUNDRY</b>						

Classification	2024			2025		
	Start	One	Two	Start	One	Two
<b>RN</b>	<b>\$34.25</b>	<b>\$35.92</b>	<b>\$37.59</b>	<b>\$35.36</b>	<b>\$37.09</b>	<b>\$38.81</b>
<b>RPN</b>	<b>\$28.10</b>	<b>\$29.08</b>	<b>\$30.07</b>	<b>\$29.01</b>	<b>\$30.03</b>	<b>\$31.05</b>
<b>HCA/PSW</b>	<b>\$23.62</b>	<b>\$24.09</b>	<b>\$24.57</b>	<b>\$24.39</b>	<b>\$24.87</b>	<b>\$25.37</b>
<b>LAB / HOUSEKEEPING</b>	<b>\$19.66</b>	<b>\$20.37</b>	<b>\$21.10</b>	<b>\$20.30</b>	<b>\$21.04</b>	<b>\$21.79</b>
<b>LAUNDRY</b>						
<b>UCP First full pay period after ratification in 2024</b>	<b>\$25.62</b>	<b>\$26.09</b>	<b>\$26.57</b>	<b>\$26.45</b>	<b>\$26.94</b>	<b>\$27.43</b>

Unregulated Care Providers (“UCPs” or individually a “UCP”) will only be utilized during periods when there is a shortage of Registered Practical Nurses (“RPNs” or individually an “RPN”) when the Employer wishes to fill an RPN vacancy. If a UCP is utilized, the posting for an RPN will remain open in accordance with Article 13.01 of the Collective Agreement. If an RPN vacancy is subsequently filled with an RPN, Article 14 of the Collective Agreement will apply to the UCP who has been utilized, at such time as the RPN vacancy is filled with an RPN.

Following the first full pay period after the date of ratification of this Collective Agreement, a Personal Support Worker (“PSW”) who agrees to be trained and who successfully completes the Employer’s UCP training will be paid the rate of the UCP classification in the wage grid for each hour worked in respect of which such PSW is assigned by the Employer to work as a UCP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

FOR THE UNION:

Virginia Sosa

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Gertrudes Fornal

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FOR THE EMPLOYER:

Dennis Levesque

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Signature: Virginia Sosa  
Virginia Sosa (Jul 25, 2024 13:19 EDT)

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Getty Fornal (Jul 27, 2024 10:13 EDT)

Email: gpfornal@yahoo.com

Signature: Dennis Levesque  
Dennis Levesque (Jul 29, 2024 08:10 EDT)

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