

COLLECTIVE AGREEMENT

BETWEEN

HAZELTON PLACE RETIREMENT RESIDENCE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1590

January 1, 2023 - December 31, 2024

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COLLECTIVE AGREEMENT

BETWEEN:

**HAZELTON PLACE RETIREMENT RESIDENCE
(hereinafter referred to as the "Employer")**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1590
(hereinafter referred to as the "Union")**

ARTICLE 1 - PURPOSE

- (a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wage, etc.;
- (c) Ensure harmonious and efficient operation of Hazelton Place as to a public service institution intended to provide the adequate services to the general public;
- (d) Provide for the prompt and peaceful adjustment of differences which may arise between employees and the Employer;
- (e) Set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties; and
- (f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Hazelton Place in the City of Toronto, save and except the Supervisors and those above the rank of Supervisor, Executive Chef and students employed during the summer vacation period.

The Employer recognizes a Union Staff Representative (or National Representative) as a representative of the Union.

The Employer further recognizes certain of its employees may be authorized by the Union to act in various capacities, as set out in this agreement, and to thereby represent the Union.

- 2.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.
- 2.03 Employees not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for the purposes of instruction, experimenting or in emergencies when regular employees are not readily available.

ARTICLE 3 - DEFINITION OF EMPLOYEES

- 3.01 Employees shall be defined in this Agreement in the following categories;
- (a) Fulltime employees - those employees who regularly work 25 hours or more per week;
 - (b) Part time employees - those employees who regularly work less than 25 hours per week. Part-time employees to be reasonably available to accept call-in shifts;
 - (c) Temporary employees are employees who are employed for relief purposes or peak periods of up to a maximum of three (3) months or such further periods as shall be mutually agreed upon by the parties provided that no temporary employee shall be employed while any regular employee is on layoff or short time and who is capable of and available to perform work.
 - (d) The word "employee" in this Agreement shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Section 2.01.

In additional situations where a regular employee is granted a pregnancy or parental leave, the employee hired on a temporary basis may be extended to fill the complete leave to a maximum of one year.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 The Employer agrees to deduct such regular monthly union dues, as are levied upon all members of the Union in accordance with existing practice, from each pay cheque.
- 4.02 The amount of such regular monthly dues shall be certified to the Employer by the Secretary Treasurer of the Union.

- (a) The total amount of the monthly deductions will be remitted regularly each month by the Employer to the National Secretary-Treasurer of the Canadian Union of Public Employees.
 - (b) With the transmission of dues and every month thereafter, the Employer will deliver a list of the employees' names and addresses from whom the deductions were made and the amount of the deductions. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees.
- 4.04 The Employer will use its best endeavor to comply with the provisions of this Article, but it is relieved by the Union of any and all responsibility and/or liability for deducting or failure to deduct Union dues.
- 4.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

ARTICLE 5 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 5.01 The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- 5.02 The Employer agrees that the President or designate, will be given the opportunity to interview each newly-hired employee who is a member of the bargaining unit, once during the employee's first month of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes' duration.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 The Home and Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practice with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or on grounds of race, creed, colour, national origin, membership or activity in the Union political, or religious affiliation, sex, sexual orientation, marital status, and age.
- 6.02 The Home and the Union agree to observe the provisions of the Ontario Human Rights Code.
- 6.03 The parties commit to a workplace free of physical, verbal, and emotional abuse, or discrimination and sexual or other forms of harassment, as these forms of discrimination and harassment may be defined or set out in the Ontario Human Rights Code.

This commitment extends to the Union, management staff and conduct between employees.

- 6.04 The parties commit to a workplace free of violence. As part of that commitment, the labour/management committee may discuss any concerns regarding aggressive behaviour by a resident. The committee may recommend new approaches, procedures, and techniques for prevention and risk management.

ARTICLE 7 - RELATIONSHIP

- 7.01 The Union acknowledges that it is the exclusive right and function of the Employer to;
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, classify, direct, transfer, promote, layoff, recall;
 - (c) Discharge, demote and suspend or otherwise discipline employees for just cause;
 - (d) Generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be done, locations, methods, schedules of production, kinds, output of machines and maintenance of same, and tools to be used, processes and control of materials and parts to be incorporated in the work;
 - (e) Terminate the employment of a probationary employee for any reason, it being recognized that such probationary employee has the right to file a grievance in such case.
- 7.02 (a) The Employer also has the right to make and alter from time to time, rules, regulations and policy to be observed by the employees, provided that no change shall be made by the Employer in such rules, regulations and policies without prior notice to and discussion with the Union;
- (ii) Copies of all rules and regulations adopted by the Employer which affect the employees in the bargaining units are to be:
- (ii) forwarded to the Union; and
 - (iii) posted on all bulletin boards.
- 7.03 The Employer agrees that these functions in Article 7 will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

ARTICLE 8 - UNION COMMITTEE AND STEWARDS

- 8.01 No individual employee or group of employees shall undertake to represent the Union at meeting with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Employer in writing of any names of its officers, chief stewards, stewards and the Union Committee and the area over which each steward is responsible. The Employer shall notify the Union in writing of the names of

the Employer's officials who have functions under this Agreement and stating their functions.

8.02 The Union shall have the right at any time to have the assistance of their National Representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement. Such National Representative(s) or their designate will be required to notify the Executive Director, or their representative, of his presence in the residence ahead of time.

8.03 The Employer will recognize;

- (a) Four (4) stewards including the Bargaining Unit President or designate. The Union will Endeavor to have a representative from each department, all of whom shall be employees of the Employer; and
- (b) A Union Grievance Committee of three (3) employees of the Employer, the (1) of whom shall be the President or designate of the Local unit or his representative;
- (c) A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union, as appointees of the Union. The Bargaining Committee shall deal with such matters as reviewing and negotiations to amend this Agreement. The Union will advise the Employer of the Union nominees to the Committee. The Bargaining Committee shall have the right to attend negotiation meetings held within the employees working hours without loss of remuneration up to and including conciliation.
- (d) (i) A Labour Management Committee shall be set up consisting of three (3) employee representatives of the Union and three (3) representatives of the Residence. The employee representatives of the Union for such committee must have completed their probationary period in order to qualify for such committee. Also no matter that could properly be the subject of a grievance shall be discussed at these meetings.

The Committee shall concern itself with matters of the following general nature:

- 1) Improvement of employee relations;
- 2) Increasing operating efficiency by promoting co-operation in effecting economy moves;
- 3) Improvement of service to the resident and public;
- 4) Promotion of safety and sanitary practices and the observance of safety rules;

- 5) Suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
 - 6) Correction of conditions - making- -for grievances and misunderstanding;
 - 7) Promotion and education and training of the staff;
 - 8) And such other matters of mutual concern as the parties deem properly within their jurisdiction.
 - 9) Workload concerns.
- (ii) Meeting of the labour management committee shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each Party not less than five (5) working days prior to the time of the scheduled meeting, except in the case of an emergency.
 - (iii) An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
 - (iv) The minutes of each meetings shall be forwarded to the party not presiding within fourteen (14) days. The receiving party agrees to reply in writing within seven (7) days, noting its agreement or pointing out to any inaccuracies in the minutes.
 - (v) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

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

8.04 Union officers and Committee members have regular duties to perform on behalf of the Employer and shall be entitled to leave their work during working hours in order to carry out their functions under this agreement. No such employee will absent themselves from their regular duties in order to deal with Grievances or other union business; nor will they leave their regular duties prior to receiving permission from the immediate Supervisor. Such permission to leave will not be unreasonably withheld.

8.05 In accordance with this understanding, the Employer will compensate the President or designate or their Representative, Chief Steward, Stewards and Committee Member for his regularly scheduled work time spent in servicing Grievances and attending meetings between the parties, and in reviewing and amending this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 9.02 An employee, subject to disciplinary action which is to be recorded in the employee's personnel, shall have the right, if they so requests, to the presence of the Union Steward, provided a Steward is reasonable available. The Union will endeavour to ensure a Steward is reasonably available.
- 9.03 It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible in the following manner:

Step No. 1

It is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a union steward if they so desires. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

Step No. 2

Failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision, the Union, on behalf of the employee, may submit a written grievance signed by the employee, if possible, to the department head or designate. The grievance shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement which are alleged to be violated. The Union and the grievor, and the department head or designate may, if they so desire, meet to discuss the grievance prior to a decision being rendered by the department head or designate. The department head or designate will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented. Failing settlement or response then:

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the General Manager of the Home, or designee. A meeting will then be held between the General Manager or designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Union and the grievor may be present at the meeting. It is further understood that the General Manager or designee may have such counsel and assistance as may be desired at

such meeting. The decision of the Home shall be delivered in writing to the Union, within nine (9) calendar days following the date of such meeting.

Step No. 4

Failing a satisfactory settlement being reached in Step No. 3, the Union may refer the dispute to arbitration.

- 9.04 A complaint or grievance arising directly between the Home and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.
- 9.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the department head or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 9.06 A claim by an employee who has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Home at Step No. 3 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Home's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

Wherever the Home deems it necessary to suspend or discharge an employee, the Home shall notify the Union of such suspension or discharge in writing. The Home agrees that it will not suspend without pay, discharge or otherwise discipline an employee without just cause.

- 9.07 (a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step

No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

9.08 Deviation from the Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

9.09 All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Union will be final and binding upon the Home and the Union and the employees.

9.10 Replies to grievances shall be in writing at all steps.

9.11 When either party requests that any matter be submitted to Arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this agreement, and at the same time, shall offer names of appropriately qualified individuals as arbitrators. The party receiving the request shall, within seven (7) days of receipt, respond, either accepting one of the individuals suggested, or offering alternative suggestions. Failing agreement, either party may request an appointment through the appropriate representatives of the Ministry of Labour for the Province of Ontario.

Alternatively, either party may suggest the matter be heard by a Tri-partite Arbitration Board, and if that suggestion is acceptable to the other party, the parties will name respective nominees, and it will be to the nominees to determine a Chairperson.

9.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance unless both parties mutually agree.

9.13 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.

9.14 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

9.15 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the Board, or in the case of a Tri-partite Board, the majority decision, will be final and binding upon the parties hereto and the employee or employees concerned.

- 9.16 Each of the parties hereto will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board, and as required, will pay the fees and expenses of their nominee.
- 9.17 The time limits mentioned in this article may be extended and confirmed in writing by mutual agreement of the parties.
- 9.18 Any Arbitration Board convened pursuant to the *Hospital Labour Disputes Arbitration Act* must be constituted in accordance with the legislation.

ARTICLE 10 - DISCHARGE AND DISCIPLINE CASES

- 10.01 The Employer will supply the Union with a copy of any disciplinary or warning letter within five (5) days of the Employer having taken disciplinary action. The record of any disciplinary action or of any warning letter shall not be referred to or used against the employee at any time after eighteen (18) months of the date of such action or report.
- 10.02 (a) The Employer will notify the Union and the employee in all discharge or suspension cases as soon as possible and not later than two (2) working days after the discharge or suspension, giving the name of the employee concerned and the reason for the discharge or suspension;
- (b) Such grievance may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board. The parties may agree to a sole arbitrator.
- 10.03 An employee, subject to disciplinary action which is to be recorded in the employee's personnel file, shall be offered, to the presence of the Union Steward, provided a Steward is reasonable available. An employee shall have the right to decline union representation. The Union will Endeavour to ensure a Steward is reasonably available.
- 10.04 Employees shall have the right to examine the contents of their personnel file upon written request to the General Manager one (1) week in advance. The employee is entitled to review performance evaluations and formal disciplinary notations contained in the file, in the presence of a supervisor and union steward, at the employees request, at a mutually satisfactory time.

ARTICLE 11 - NO STRIKES OR LOCKOUTS

- 11.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the *Hospital Labour Disputes Arbitration Act HLDAA) and Regulations.*

ARTICLE 12 - PROBATIONARY PERIOD

12.01 A newly hired employee shall be placed on the seniority list as at the date of their hiring after having successfully completed a probationary period of three (3) calendar months or three hundred and four hundred and fifty (450) hours of employment (excluding holidays, days off; scheduled days not worked, days off on leave of absence) whichever is the shorter. On or before the expiry date of the probationary period, the Employer will confirm in writing to the employee the decision to:

- (a) Confirm their appointment as having completed their probation; or
- (b) Terminate the employee, which termination may be the subject matter of a grievance in accordance with Article 7.01.

A copy shall be forwarded to the Union

ARTICLE 13 - SENIORITY

13.01 Seniority will be recognized and will be based on length of service from the date of last hire by the Employer.

For the purposes of part-time employees, one year of seniority shall be attained after 1725 hours worked and paid for as defined by Article 30.07.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board by January 31 and July 31 of each year. Employees may challenge their seniority dates for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct.

For employees who have transferred from full-time to part-time, or part-time to full-time the following calculation shall be used: one (1) year equals 1725 hours worked and paid. Transferred employees shall have thirty (30) days from the date of their transfer to challenge the conversion of seniority established in determining their appropriate full-time or part-time equivalent seniority and if the employee fails to do so, the seniority as determined by the Employer shall be deemed to be correct.

Any application of seniority under this Collective Agreement, except for the purpose of lay-off, shall be based on the last posted seniority list. In the event of a lay-off, a special seniority list will be prepared, based on the employees' seniority as of the end of the pay period prior to the pay period during which the Employer formally gives notice of lay-off

13.03 (a) The Employer shall post copies of the lists and forward a copy to the Union. The list shall be brought up to date as at the end of January of each year and copies shall be posted and a copy sent to the Union;

(b) In no case shall a temporary employee exercise their seniority against a full or part-time employee but if a vacancy for a regular position is not filled by a present part-time or fulltime employee, a temporary employee shall be considered before a new employee is hired.

13.04 In the event that a part-time employee transfers from a part-time or casual position to a fulltime position, the employee's seniority shall be stated in "years" in accordance with the formula in Article 13.01 and 13.02. Similarly, if a fulltime employee transfers to part-time, the employee's seniority will be stated in hours.

ARTICLE 14- LOSS OF SENIORITY

14.01 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and is not reinstated.
- (b) They resign and does not rescind their resignation within twenty-four (24) hours.
- (c) They are absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.

ARTICLE 15 - JOB POSTINGS

15.01 The parties recognize that promotion within the service is desirable and that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, transfer, layoff and recall after layoff, senior employees shall be given preference.

15.02 Where vacancies are posted for positions within the bargaining unit and more than one employee with seniority applies, the Employer will consider:

- (a) seniority;
- (b) knowledge, efficiency, ability and physical fitness

Where the factors in (b) above are equal, the applicant with the greatest seniority shall fill the vacancy, provided they can perform the work.

15.03 The Employer shall be free to temporarily fill a vacancy during the posting period by appointing a qualified person according to seniority.

15.04 Employees shall work on jobs assigned to them by the Employer from time to time, provided that the right to make permanent transfers, shall, subject to 15.02; be dealt with in the following manner:

(a) Vacancies shall be posted for a period of seven (7) days, with a copy of the posting given to the President or designate. It is understood and agreed that in the event of an oversight in providing the President or designate with a copy of the posting, this will not cause the process to be null and void.

If no suitable internal candidate applies and qualifies, the job may be filled by an external candidate.

(b) The posting shall show the classification vacant, the requirements of the job, wages, shift location, etc.

15.05 (a) An employee may apply for a posted job as designated on the posting, setting out her qualifications for the job;

(b) Upon the filling of a posted job, the Employer shall post the name and seniority date of the successful applicant;

(c) Any employee applying for a vacancy filled by a person with less seniority may request and shall receive, reasons why they did not get the job. Any such request shall be made within three (3) days of the filling of the vacancy and the answer shall be given within three (3) days of the making of the request;

(d) The Union shall be notified of the name of the successful applicant and, in advance of informing the successful applicant, if a senior applicant is to be by-passed.

15.06 Appointments from within the bargaining unit shall be made within twenty (20) days of the original posting date.

15.07 The successful applicant shall be placed on trial for a period of thirty (30) days. The trial period may be extended with mutual agreement. Conditional on satisfactory service, the position shall become permanent after the period of thirty (30) days. During the aforementioned trial period, if the successful applicant proves unsatisfactory in the position or if the employee finds themselves unable to perform the duties of the new classification, they shall be returned to their former position 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 their 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 15.02.

- 15.08 During the said trial period, the vacancy created by the successful applicant will not necessarily be posted. If and when the successful applicant proves satisfactory, the posting of the vacancy created by their transfer shall be posted on the posting board for five (5) consecutive working days.
- 15.09 An employee who has been incapacitated at their work by injury or compensable occupational disease, or who through advancing years or temporary disablement is unable to perform their regular duties, will be given preference in employment in other work they can do if such work is available. Such employee may not displace an employee with more seniority.
- 15.10 No employee shall be transferred to a position outside the bargaining unit without their written consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.
- 15.11 (a) In this Article 15, vacancies shall mean those of a long-term nature, such as arise through quits, new jobs, extended illness, leave of absence, etc., over one (1) month.
- (b) In vacancies of one (1) month or less, the Employer shall appoint a qualified person within the Department according to seniority.
- 15.12 In the Section 15, "days" shall not include Saturdays, Sundays and Paid Holidays.

ARTICLE 16 - LAYOFFS AND RECALLS

- 16.01 Both parties recognize that job security should increase in proportion to length of service.
- 16.02 Subject to the provisions of Article 14.01, when layoffs are necessary, employees shall be laid off by classification in the following order and recalled in reverse order:
- (a) Temporary employees in order of their seniority within their classification;
- (b) Full-time and part-time employees in order of their seniority within their classification.
- 16.03 An employee who is subject to lay-off shall have the right to either:
- (a) accept the lay-off, or

- (b) Displace another bargaining unit employee who has lesser bargaining unit seniority in the bargaining unit, providing they meets the normal requirements of the job, without training other than orientation. An employee so displaced shall be deemed to have been laid off. Notwithstanding, laid off part-time employees shall not have the right to displace full-time employees.
- (c) An employee who chooses to exercises the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving notice of lay-off;
- (d) At the time of any lay-off, up to date seniority lists will be provided. If it is necessary to compare seniority of a full-time employee to a part-time employee, the formula for one year of full-time seniority, (as per Article 13) will be used.
- (e) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they meets the normal requirements of the job to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled. In determining the ability and qualifications as required by law, as agreed between the parties, of an employee to perform the work for the purpose of the first sentence above, the Employer shall not act in an arbitrary manner.
- (f) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (h) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

- (i) Employees subject to lay-off shall be given notice in accordance with the *Employment Standards Act*, and further, employees with the following service shall receive the specified notice:

For service greater than 9 years, but less than 10	9 weeks of notice
For service greater than 10 years, but less than 11	10 weeks of notice
For service greater than 11 years, but less than 12	11 weeks of notice
For service greater than 12 years	12 weeks of notice

- 16.04 The Employer shall whenever possible notify employees who are to be laid off five (5) working days before the layoff is to be effective. For a long term lay-off as defined by the *Employment Standards Act*, employees will receive notice in accordance with the *Employment Standards Act*, and a copy shall be provided to the Union.

ARTICLE 17 -HOURS OF WORK

- 17.01 The regular work day shall consist of:
- (a) seven and one-half (7-1/2) hours of work exclusive of a one-half (1/2) hour unpaid meal break;
 - (b) eight (8) hours of work inclusive of a one half (1/2) hour paid meal break; or
 - (c) eight (8) hours per day exclusive of a one half (1/2) hour unpaid meal break; or
 - (d) such other shorter shifts as may be established.
- 17.02 Time off shall be arranged as far as possible, so as to permit all employees to have regular days off in groups of two (2), three (3), or four (4) consecutive days off
- 17.03 Employees regularly scheduled to work seventy-five (75) or eighty (80) hours per pay period shall not work more than ten (10) days in any two (2) week period without overtime compensation except where two (2) employees have exchanged shifts for their own convenience, with the approval of the Department Head.
- 17.04 No employee shall be scheduled to work more than seven (7) consecutive days in a row except upon their own request.
- 17.05 The Employer will schedule at least one weekend off in two. The Employer shall pay time and one-half for each third consecutive weekend worked. This provision shall not apply in the case of employees who work weekends at their request. A weekend shall be defined as those shifts in which the majority of hours worked fall on a Saturday and Sunday.

- 17.06 All scheduled shifts shall be posted four (4) full weeks in advance. Such schedules will show employee's regular days of work, together with regular assigned time off. Once the schedule has been posted, there will be no rearrangements of said schedule without forty-eight (48) hours' notice, except in case of emergency or unless someone is returning after an illness or leave of absence.
- 17.07 Employees shall be granted one (1) rest period of fifteen (15) minutes for each half of their full daily shift.
- 17.08 An employee reporting for work on their regular shift shall be paid their regular rate of pay for the period worked, with a minimum of three (3) hours pay. Notwithstanding any other provision of this Collective Agreement, if an employee is required to attend in the workplace for in-services, or mandatory meetings, they will be compensated for the time spent in attendance at straight time rates of pay, with a minimum of three (3) hour's pay. Such payment shall be subject to the overtime provisions of this collective agreement.
- 17.09 Shift Exchanges
- Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.
- 17.10 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 18 – OVERTIME

- 18.01 (a) Authorized work performed in excess of:
- (i) Seven and one half (7-1/2) hours in a day;
 - (ii) Eight (8) hours in a day; or
 - (iii) Thirty-seven and one half (37-1/2) hours in a week, or forty (40) hours in a week, averaged over a two-week cycle, as the case maybe, shall be paid at the rate of one and one half (1-1/2) times the employee's basic rate of pay
- (b) If an employee, regularly scheduled to work seventy-five (75) hours or eighty (80) hours as the case maybe, per pay period, works on their scheduled day off. They shall be paid at the rate of time and one-half (1- 1/2) and if they works on a second regularly scheduled day off, they shall be paid at double their regular rate of pay.

(c) No overtime shall be paid to an employee who works in excess of their regularly scheduled work hours per day or per pay period as a result of an exchange of shifts between another employee for personal reasons.

18.03 Employees shall not be required to lay off during regular hours to equalize any overtime work. Neither overtime premiums nor credits for overtime shall be pyramided.

18.04 Meal Allowance: Where the Employer authorizes the employee to work two (2) hours or more of overtime, then the Employer will provide a hot meal.

ARTICLE 19 - CALL-BACK PAY

19.01 An employee who is called back, having completed their regular shift, other than for scheduled overtime work, shall be paid either a minimum of four (4) hours at straight time rates, or at their applicable overtime rate for the time worked on the call-back, whichever is the greater.

ARTICLE 20 - SHIFT WORK

20.01 Seniority shall determine shift preference, subject only to ability to perform the job required, where employees are not on a regular rotating shift.

ARTICLE 21- PAID HOLIDAYS

21.01 (a) The Employer will recognize the following paid holidays at the employee's standard rate of pay for fulltime employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day*	Boxing Day
Civic Holiday**	

* Canada Day is to be observed on July 1.

** Civic Holiday will be observed in lieu of Family Day.

(b) Full time employees are entitled to two (2) floating holidays within the calendar year. An employee shall not be entitled to use a floating holiday until after being employed for three (3) months. The floating holiday however, cannot be accumulated from one year to another. The float day will be based on the number of hours the employee normally works.

Full-time employees shall give four (4) weeks' notice of their request to take a floating holiday. The floating holiday may not be taken consecutive to any holiday listed in 21.01(a) and approval of the floating holiday is subject to operational requirements.

- (c) The intent is that there shall be no more than nine (9) paid holidays during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one (1) of the designated holidays in the Collective Agreement.

- 21.02 A fulltime employee who is not required to work on the above paid holidays, shall receive holiday pay equal to one normal day's pay, provided that they have worked their full scheduled shift immediately preceding and succeeding the paid holiday, unless excused in writing by their Supervisor or the General Manager.
- 21.03 The Employer may require employees to work on paid holidays and it is agreed they will receive time and one-half (1-1/2) for all hours worked on the paid holiday. In addition, fulltime employees shall receive another day off with pay in lieu of the paid holiday. Part-time employees shall receive four (4) percent of their gross earnings on each pay in lieu of the paid holiday pay.
- 21.04 It is understood that an employee will not be required to work their scheduled shift before or after a paid holiday if they are off because of illness and can provide a doctor's certificate or for jury duty or granted leave of absence.
- 21.05 If a paid holiday is observed during a fulltime employee's vacation, such employee shall be given another days' vacation with pay in lieu thereof.
- 21.06 An employee scheduled to work on a paid holiday and who does not report for work shall forfeit their holiday pay unless the absence is due to illness verified by a medical doctor's certificate, if requested. The medical doctors certificate shall be employee paid.

ARTICLE 22 - VACATIONS

- 22.01 Employees shall be entitled to vacations based on their length of continuous service as of December 31st of the preceding year according to the following schedule:

Period Worked	Time Off	Vacation Pay
Less than 3 years	2 weeks	4%
3 years to 8 years	3 weeks	6%
8 years to 15 years	4 weeks	8%
After 15 years	5 weeks	10%

Effective September 28, 2018		
15 years to 25 years	5 weeks	10%
After 25 years	6 weeks	12%

Vacation pay for employees shall be calculated at four (4%), six (6%), eight (8%), ten (10%), or twelve (12%) percent, as applicable, of the gross earnings as reported on the employee's T4 statement for the previous year, exclusive of taxable benefits.

The time off will be prorated based on normal hours worked.

- 22.02 (a) Vacation pay for fulltime or part-time employees will be calculated at the appropriate percentage (indicated in Article 22.01) of the previous year's T4 earnings, exclusive of any taxable benefits.
- (b) Vacation entitlement for part-time employees will be reached based on seventeen hundred and twenty-five (1725) hours paid being equal to one year of service.
- (c) Entitlement to vacation shall be as outlined in Article 22.01, with service being determined as of December 31 of the preceding year.
- 22.03 An employee terminating their employment at any time in their vacation year before they had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 22.04 (a) An employee entitled to vacation in excess of two (2) weeks may with the approval of the department head take their vacation at one time during the calendar year.
- (b) By February 1st, each department shall post a list and the employees shall indicate by March 1st the vacation period they wish. The Department Head shall then set the vacation periods taking into account the wishes of the employees on the basis of seniority, insofar as they considers consistent with the efficient functioning of the department, but consideration of seniority shall be related to the first two (2) weeks of an employee's vacation.
- (c) The Department Head shall post a list of the vacation periods by April 1st. After April 1st, the Department Head or the employee shall not alter the vacation periods unless by mutual consent.
- (d) There shall be no carryover of vacation from one calendar year to the next, except by mutual agreement of the employee and the Employer. An employee may not carry over more than one week's vacation entitlement from one year to the next.
- 22.05 Where an employee qualified for sick leave requiring hospitalization or bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits.
- 22.06 An employee shall receive their vacation pay prior to the start of their vacation period, provided a written request is received by the Employer at least two (2) weeks prior to the start of their vacation. Vacation pay drawn or received shall be in proportion to the vacation being taken.
- 22.07 In the case of death, full-accumulated vacation entitlement shall be paid in cash to the beneficiary as stated in writing.

ARTICLE 23 - LEAVES OF ABSENCE

- 23.01 The Employer may grant leave of absence without pay to an employee for reasons satisfactory to the Employer. Request for such leave of absence shall be in writing and shall be submitted to their Supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere except as noted in section 23.03. Unless otherwise mutually agreed, such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Except in cases of emergency where such notice is not possible, an employee shall provide one (1) month's written notice of any such leave of absence. Subject to operational requirements, such leave shall not be unreasonably denied.
- 23.02 Employees elected or appointed by the Union to attend conventions and conferences of the Union shall be granted leave of absence without pay, provided the Employer is given reasonable notice. No more than three (3) employees may be absent at any one time and such leaves without pay shall not total more than sixty (60) working days per calendar year, excluding traveling time. During such leave of absence, the employee's salary, seniority, and applicable benefits shall be maintained by the Employer on the basis of what the employee's 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.
- 23.03 Any employee who is elected or selected for a fulltime position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division of the National Body of Canadian Union of Public Employees, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year upon request during the term of office. If the employee returns to the Bargaining unit within one (1) year, they shall be entitled to take a temporary position until such time as a vacancy occurs where they can apply their full length of service to the job posting.
- 23.04 **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 they shall also furnish the Home with the certificate of a legally qualified medical practitioner stating the expected birth date.
 - (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof.

- (d) For pregnancy leaves, an employee who has completed thirteen (13) weeks of continuous service prior to the expected date of birth will be eligible to a supplementary employment insurance payment (SUB). To receive the payment, the employee must be in receipt of employment insurance benefits.

The SUB payment will be equivalent to the difference between 75% of the employee's regular weekly earnings, and the sum of their weekly employment insurance benefits.

Such payment shall commence after the one-week employment insurance waiting period, and shall continue while the employee is in receipt of employment insurance benefits, to a maximum of fifteen (15) weeks.

The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

This plan is subject to the requirements and the provisions of the Employment Insurance Commission, the Legislation and any regulations under the Legislation.

- (e) 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.
- (f) In accordance with the relevant provisions of the *Employment Standards Act*, the Home will continue to pay its share of the contributions of the subsidized employee benefits, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If a transfer is not feasible, the pregnant employee, if they so requests, will be granted an unpaid leave of absence before commencement of the pregnancy leave.

23.05 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.

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.

- (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.
- (c) 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 their own.
- (d) An employee who is an adoptive parent shall advise the Home 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 their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof.

- (e) Credits for service and seniority shall accumulate 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.
- (f) In accordance with the relevant provisions of *the Employment Standards Act*, the Home will continue to pay its share of the premiums of the subsidized employee benefits, 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.
- (g) For parental leaves, an employee who has completed thirteen (13) weeks of continuous service prior to the earlier their pregnancy leave began, or the date the parental leave began, will be eligible to a supplementary employment insurance payment (SUB). To receive the payment, the employee must be in receipt of employment insurance benefits. This benefit will be paid immediately if the employee has completed a pregnancy leave. There will be a two week waiting period of the employee has not completed a pregnancy leave.

- (h) The SUB payment will be equivalent to the difference between 75% of the employee's regular weekly earnings, and the sum of their weekly employment insurance benefits.

Such payment shall continue while the employee is in receipt of Employment Insurance Benefits, to a maximum often (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

This plan is subject to the requirements and the provisions of the Employment Insurance Commission, the Legislation and any regulations under the Legislation.

Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

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

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.01 When a death occurs in an employee's immediate family, that is, the death of a spouse, a child or a parent, the employee shall be allowed seven (7) consecutive days off with a maximum five (5) days without loss of scheduled earnings.

When a death occurs in an employee's family, they shall be allowed three (3) consecutive days off without loss, of scheduled earnings; family to mean, brother, sister, parent-in-law, grandparent, grandchild, brother-in-law, sister-in-law, step-brother, step-sister, step-grandchild.

"Spouse" - means a person to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for two years or more or a person of the same sex with whom the employee has cohabited in a same sex relationship for two years or more.

When there is a death of an employee's aunt or uncle, the employee shall be allowed one (1) day off without loss of scheduled earnings.

If an internment or equivalent ceremony is delayed, the bereaved employee may reserve one of the bereavement days as set out, and if the employee is then scheduled to work on the day of the internment or equivalent ceremony, the employee may have the day off with pay.

If distance or circumstances require additional unpaid time off, any reasonable request will be granted.

ARTICLE 25 - SPECIAL LEAVE

25.01 **Time Off for Elections** - Employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

25.02 **Jury or Witness Duty** - If an employee is required to serve 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, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from their duties at the Residence, the employee shall not lose regular pay because of such attendance provided they:

- (a) notifies the General Manager of their obligation to attend;
- (b) presents proof of service requiring attendance;
- (c) deposits with the Residence any compensation received for such attendance, excluding mileage, traveling and meal allowances.

25.03 **Self-Isolation Leave**

If an employee is required to self-isolate on the direction of the Employer and/or Public Health, the employee will be entitled to use sick-leave or vacation. This period of self-isolation will not be counted against any attendance management provisions.

ARTICLE 26 - SICK LEAVE PLAN

26.01 Paid sick leave is for the sole and only purpose of protecting the fulltime employee against loss of income arising from personal illness or injury and will be granted to all fulltime employees regularly scheduled to work twenty-five (25) hours or more per week on the following basis:

- (a) After the completion of probation, fulltime employees shall be credited with sick hours equal to two decimal four (2.4%) percent of hours worked since date of hire and shall accumulate at that rate to a maximum accumulation of sixty (60) hours in any one calendar year for full time employees.
- (b) A fulltime employee who is ill on a day when they are scheduled to work for the Employer will be paid by the Employer for all scheduled time missed, provided that they have sufficient sick day credits.

- (c) A fulltime employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days they would have worked during that period.
 - (d) An employee who is off work due to illness shall not engage in any employment during the time they are off work. If this does occur, they shall be deemed terminated.
 - (e) A fulltime employee who becomes ill during working hours shall be paid sick pay for the balance of their scheduled shift, provided the fulltime employee has sufficient sick day credits.
 - (f) On the first (1st) pay of each year, the Employer shall deduct and credit to the new year, fifty (50%) percent of the previous years' sick bank remaining as of the end of the previous year to a maximum of twenty-two and one half (22¹/₂) hours. The other fifty (50%) percent will be paid out to the full-time employee provided such payout does not exceed twenty-two and one half (22¹/₂) hours. A maximum of 50% of the unused credits from the previous year will be carried forward each year provided that a full-time employee does not exceed a maximum of 67.5 hours attendance credits in their bank.
 - (g) In the event of an absence when there are current credits banked from previous years, time off will first be deducted from the fulltime employee's current year's attendance credits and once all the current year credits are exhausted, any further absence will be deducted from the attendance credit bank. There will be no further payout on those credits.
- 26.02 Fulltime employees regularly scheduled to work an average of twenty-five (25) hours or more per week shall participate in a weekly indemnity plan that will provide coverage on the first day of hospitalization or accident and on the eighth (8th) day of illness. Coverage will continue for up to eighteen (18) weeks. The weekly indemnity plan shall provide to qualifying fulltime employees sixty (60) percent of the weekly insurable earnings averaged over the previous six (6) pay periods, rounded to the next dollar, up to a maximum of \$920.00 per week. If the fulltime employee is disabled for any part of a week, the amount of payment will be equivalent to 1/5 of the amount of the weekly payment for each full scheduled shift that the fulltime employee is disabled.
- 26.03 The weekly indemnity plan for new fulltime employees will be effective on the first day of the month following completion of the probationary period.
- 26.04 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided that the employee provides a satisfactory documentation of the illness and the hospitalization and provided the employee has sufficient sick leave credits available. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

- 26.05 It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to their scheduled vacation.
- 26.06
- a) The Employer may request proof of disabling accident or illness for any absence in excess of two (2) days.
 - b) The Employee will be reimbursed up to thirty dollars (\$30.00) for the cost of obtaining any medical documentation that is requested by the Employer.
- 26.07 An employee who will be absent from their afternoon or night shift due to illness must notify the Employer at least three (3) hours prior to the commencement of the shift. An employee who will be absent on the day shift due to personal illness must notify the Employer by 11:00 p.m. the night before if possible, or at least three (3) hours prior to the commencement of the shift.
- 26.08 In the event the Residence requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see their physician or to undergo the examination in the Residence, whichever the employee prefers. Where the employee chooses to use their own physician and, in the opinion of the Employer, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay. Any Doctor's fees shall be paid by the Residence. It is agreed that the request for a medical examination will not be made in an arbitrary manner.

ARTICLE 27 - WELFARE PLAN

- 27.01 Full-time employees shall participate in the following welfare plans in accordance with the terms and conditions of the carrier with the Employer and employee paying premiums as outlined below:
- (a) Life Insurance and Accidental Death and Dismemberment Insurance providing \$20,000 coverage. Coverage terminates at age sixty-five (65). The Employer will pay 100% of the premium.

(An employee must work one shift on or after February 1, 2010, for the increase in insurance to be effective for that employee.)

Effective November 1, 2018, life insurance will increase to one times (1x) annual salary for full-time employees.
 - (b) Supplemental Health Benefits with an 80% coinsurance on the first \$1,000 of eligible expenses and 100% of eligible expenses thereafter. Coverage terminates at retirement, or age seventy (70), whichever comes first. The Employer will pay 100% of the premium.

Effective April 1, 2024, the vision care plan will increase to \$350/24 months, inclusive of eye examinations.

- (c) Dental Plan with coinsurance at 80% for Basic, Preventative Treatment, Endodontics, Periodontics and Oral Surgery, and coinsurance at 50% for Major Restorative Treatment and Orthodontic Treatment. The calendar year maximum is \$1,750 per individual in each year, except Orthodontic Treatment which is subject to a separate Lifetime Maximum of \$1,500 per individual. Coverage terminates at retirement or age seventy (70), whichever comes first. The Employer will pay 100% of the premium.
- (d) The benefits stated in the within section (a), (b) and (c) are subject to any conditions in the insurance plans themselves and subject to the enrolment requirements and acceptance of the insurance carrier, and coverage shall begin in accordance with Article 27.01.
- (e) Employees not actively at work may maintain their benefit coverage for a period of up to six months, if they wish to do so, provided they pay the full cost of the monthly premiums in advance of each month.

27.02 Benefits shall begin on the first day of the month following completion of the qualifying period, providing the enrolment forms are received prior to that date. The Employer will provide enrolment forms to the employee prior to the completion of the qualifying period. The employee is responsible to ensure the enrolment forms are completed. Late submission of enrolment forms may adversely affect the employee's access to the benefits plan. The Employer's responsibility shall be limited solely to the proper remittance and payment of the premiums to the insurance carrier(s).

27.03 Fulltime employees must be regularly scheduled to work a minimum of twenty-five (25) hours per week in order to be eligible to participate in the welfare plans noted above.

27.04 (a) Part-time employees shall receive 5% of their gross pay on each paycheque in lieu of all forms of health and welfare benefits (except the life insurance benefit set out in the following sub-article,) sick pay, and holiday pay.

(b) Part-time Benefits

The Employer will provide part-time employees access to life insurance, with accidental death and dismemberment coverage, providing \$12,000 coverage. Coverage terminates at age 65. The Employer will Pay 100% of the premium. The provisions of Article 27.02 apply to this benefit.

(A part-time employee must work one shift on or after February 1, 2010, for the insurance to be effective for that employee.)

27.05 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 and to ascertain the views of the employees.

27.06 Pension

The Nursing Homes and Related Industries Pension Plan (NRIPP) will be implemented with pension contributions for eligible employees as follows:

The Nursing Homes and Related Industries Pension Plan

The Nursing Home and Related Industries Pension Plan (NRIPP) will be implemented with pension contributions for eligible employees as follow:

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

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

"Applicable Wages" is defined as all remuneration payable to an Eligible Employee, except severance or termination pay paid as a lump sum, employment insurance top ups and maternity or parental leaves top ups, regardless of whether the Eligible Employee preformed work during the period in question.

"Eligible Employee" is defined as all Employees in the bargaining unit who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt or a pension from the Plan.

- .02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to one percent (1%) of applicable wages to the Plan. The Employer shall match such contributions on behalf of each Eligible Employee for each pay period, an amount being one percent (1%) of applicable wages to Plan.

Effective December 31, 2024, each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to 2% of applicable wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of applicable wages to Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

Effective December 31, 2024, the Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan two percent (2%) of Applicable Wages to a fund of the employee's choice.

- .03 The employee and Employer contributions shall be remitted 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.
- .04 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 Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit of 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 exceeds that which the Employer would have if the Plan were a defined contribution plan.

- .05 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 P8* as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The following information shall be provided to the Administrator of the Plan in electronic format.

For further specificity, the items required for each eligible employee by 0.5 above of the agreement are:

- (i) To be Provided Once Only at Plan Commencement
 - (a) Date of Hire
 - (b) Date of Birth
 - (c) Date of first contribution
 - (d) Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).

- (ii) To be Provided with each Remittance
 - (a) Name
 - (b) Social Insurance Number
 - (c) Monthly remittance
 - (d) Pensionable Earnings
 - (e) Year to date contributions
 - (f) Employer portion of arrears owing due to error, or late enrolment by the Employer

- (iii) To be Provided once and if status changes
 - (a) Full address and provided to the Employer
 - (b) Termination dates where applicable (MM/DD/YY)
 - (c) Gender
 - (d) Marital Status

- (iv) To be provided annually but no later than December 1st
 - (a) Current complete address listing
 - (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Benefits.

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.

- .06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES

- 28.01 Pay Day - The Employer shall pay salaries, wages, overtime and bonuses bi-weekly on Wednesday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, bonuses and deductions. Every employee shall provide a void cheque to the Employer to facilitate the direct deposit of all wages.

- 28.02 New classifications may be established by the Employer during this Agreement after consultation with the Union. Wage rates for such new classifications shall be negotiated. If negotiations fail to produce an agreement then the rates shall be settled by arbitration under this agreement. The rates set by an Arbitrator shall be retroactive to the date the new classification was established by the Employer.

- 28.03 When an employee temporarily substitutes in or performs the principle duties of a higher paying position, they shall receive the rate for the job. The rate for the job, with respect to a higher paying position, shall be the Start rate of such position, as listed in Schedule "A" of the Collective Agreement.
- 28.04 The Employer agrees to pay a shift premium of twenty-five cents (250) per hour to employees for each hour worked on the afternoon or night shifts only. Shift premium will not be paid for any hour in which an employee received overtime premium and shift premium will not form part of the employee's straight time hourly rate.
- 28.05 Employees shall be paid a Weekend Premium of an additional \$0.35/hour for all hours worked between Friday at 23:00 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to the regular Shift Premium.

ARTICLE 29 - UNIFORMS

- 29.01 Where the Employer currently provides uniforms to designated positions, the practice shall continue. The employee shall have the responsibility of cleaning and maintaining their uniform in a state of good repair. Should the Employer decide to change the existing uniform, submissions from the staff will be received prior to such change being made.

ARTICLE 30-GENERAL

- 30.01 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so required.
- 30.02 The principle of equal pay for equal work shall apply, regardless of sex.
- 30.03 Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.
- 30.04 The Employer and Union shall establish an Occupational Health and Safety Committee in accordance with the *Ontario Occupational Health and Safety Act*.
- 30.05 Premiums shall not be duplicated or pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which overtime premium is paid.
- 30.06 The part-time employee will commit themselves to work additional days upon request by the Employer, specifically during summer months and at the Christmas-New Year's period to replace an employee who fails to report for their scheduled shift and at least on alternate paid holidays, if required at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees.

An employee who is not home or who does not answer or refuses a call-in shall not be called again until their name comes up again in the rotation in accordance with seniority.

Employees who refuse three (3) calls-ins in succession on three (3) different dates, shall be taken off the call-in list for a period of two (2) months, unless a reason satisfactory to the Employer is given.

30.07 Part-time employees shall progress from the start rate through increment levels on the basis of seventeen hundred and twenty-five (1725) hours equal one (1) year (hours shall include: hours worked and paid; and hours not worked and paid for by the Employer and hours not worked and paid for under an occupational accident plan). It is further agreed that when an employee changes classifications they shall not have a decrease in wages and shall be paid at the next higher rate in the new classification for each hour worked.

30.08 Technological and Other Changes

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other changes on the home, its employees and the residents.

ARTICLE 31 - BULLETIN BOARDS

31.01 The Employer agrees to the posting of Union notices on bulletin boards provided for Bargaining Unit employees. Such notices shall relate to appointments, meetings, elections and conventions of the Union and Union social and recreational affairs. All such notices shall be submitted to the General Manager or their representative who shall arrange for their prompt posting.

ARTICLE 32 - NOTICES

32.01 Each employee shall keep the Employer informed of their current address and telephone number. The Employer agrees that they will maintain this information on their files for their use only and that this information is confidential and shall not be posted anywhere in the residence.

32.02 All communications between the parties shall be addressed to:

- a) General Manager, Hazelton Place, Toronto;
- b) President or designate, C.U.P.E., Local 1590; and
- c) National Representative of C.U.P.E.

ARTICLE 33 - COPIES OF THE AGREEMENT

33.01 Both parties agree to pay fifty (50) percent of the cost of the Collective Agreement to be printed in booklet form and supplied by the Union.

ARTICLE 34 - RETROACTIVITY

34.01 The terms and conditions of this Collective Agreement shall be effective the date of the signing of the Collective Agreement, unless specifically set out otherwise. Notwithstanding the above, wage rates as outlined in Schedule A that are noted as effective January 1, 2020 shall be implemented retroactively to that date or the employee's most recent date of hire, whichever is the later, for all employees in the active employ of the Employer on the date of ratification of the Collective Agreement.

ARTICLE 35 - TERM OF AGREEMENT

35.01 This Collective Agreement shall be binding and remain in effect from the date of ratification through December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing in the ninety (90) day period prior to November 30 in any year that it desires termination and amendment.

ARTICLE 36 - EDUCATION LEAVE

36.01 If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associates with the courses.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Employer.

ARTICLE 37 - HEALTH & SAFETY

37.01 (a) The parties agree to abide by *the Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent accidents, injury and illness.

(b) The Employer will continue to maintain a joint management and employees Health and Safety Committee, with representation of at least half by employees from the bargaining unit and of employees who are not represented by Unions and who do not exercise managerial functions. The Committee shall identify potential dangers, recommend means of improving the health and safety programs, and obtain information from the Employer or other persons respecting the identification of hazards and standards. The committee shall normally meet at least once every two months, or more frequently if required. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the President or designate.

- (c) 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 workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany their on inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WISB may decide to disclose.


- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.


- (f) Employees shall co-operate fully with the Employer in the observation of all safety rules and practices, and shall use or wear the equipment, protective devices or clothing that the Employer requires to be used or worn.


DATED at Toronto, this 19 day of August, 2024


FOR UNION:

FOR THE EMPLOYER:


 Gina Loli Usana (Aug 19, 2024 14:24 EDT)






 Vanessa Santos (Aug 19, 2024 22:30 EDT)

Between:

Canadian Union of Public Employees, Local 1590
(the "Union")

and

Lifestyle Retirement Communities Ltd.
c.o.b. as Hazelton Place

**EMPLOYER AND
ESTABLISHMENT:**

Hazelton Place

DATE OF POSTING:

January 1, 2002

COMPARISON:

Female job classes were compared with available male job classes in the employer's establishment.

THE PAY EQUITY PLAN:

All job classes represented by the Canadian Union of Public Employees, Local 1590.

**FEMALE JOB CLASSES
REQUIRING PAY
ADJUSTMENTS BASED ON
VALUE COMPARISON:**

The parties have agreed that all female job classes in the bargaining units as outlined in the attached Schedule A (the wage schedule from the collective agreement) are entitled to adjustments where applicable.

EXCLUSIONS:

There' are currently no exclusions under the exclusion provisions of the *Pay Equity Act*.

**AGREEMENT WITH AND
BY THE UNION:**

This Pay Equity Plan has been negotiated between:

Canadian Union of Public Employees-Local 1590 and
Lifestyle Retirement Communities Ltd.
c.o.b. as Hazelton. Place

and this Pay Equity Plan constitutes an agreement between the two parties covering the development and implementation of Pay Equity between said certified Bargaining Unit and Employer.

**FIRST PAY ADJUSTMENTS
REQUIRED:**

See attached Memorandum.

**FIRST PAY ADJUSTMENTS
IMPLEMENTED:**

See attached Memorandum.

**GENDER-NEUTRAL
COMPARISON SYSTEM
USED FOR EVALUATION
OF JOB CLASSES AND
RESULTS OF
COMPARISONS:**

The Union and Management jointly evaluated the classifications and reached an agreement.


**DETERMINATION OF
ADJUSTMENTS:**

See attached Memorandum.

DATED at Toronto, this 19 day of August, 2024


FOR UNION:

FOR THE EMPLOYER:


Gina L. Usana (Aug 19, 2024 14:24 EDT)






Vanessa Santos (Aug 19, 2024 22:30 EDT)

Memorandum of Agreement

Between

**Hazelton Place Retirement Residence
and
Canadian Union of Public Employees
Local 1590**

Re: Unregulated Care Providers

The Employer is mindful of workload concerns raised by the Registered Practical Nurses, with respect to the administration of medications. These issues have been difficult to address because they occur only at peak intervals and for short periods during a shift.


The Employer proposes having staff on duty who are trained to help with the distribution of some medications, in order to provide assistance to the Registered Practical Nurses.


To that end, the Employer will provide the training, as required, to some Personal Support Workers in the medication distribution system.

The Employer is prepared to compensate such employees, notwithstanding the short time periods of two (2) to three (3) hours per shift during which they would be performing in the capacity. Each employee so assigned will be paid a premium of ninety-five (\$0.95) for each hour they are required to assist the Registered Nurses to distribute medications.

DATED at Toronto, this 19 day of August, 2024


FOR UNION:


Gina Loh Usana (Aug 19, 2024 14:24 EDT)



FOR THE EMPLOYER:




Vanessa Santos (Aug 19, 2024 22:30 EDT)

LETTER OF UNDERSTANDING

Between

**Hazelton Place Retirement Residence And
Canadian Union of Public Employees
Local 1590**

Re: Painting Services

The parties acknowledge that from time to time the Employer may temporarily assign painting duties to employees who are, in the Employer's opinion, suitably qualified and able to perform the work required.


The parties agree that an employee so assigned should receive additional compensation when performing such work.


The Employer will pay the employee so designated a premium of three dollars and fifty cents (\$3.50) for each hour he is required to work in that capacity, which premium would be in addition to the employee's regular hourly rate of pay.


DATED at Toronto, this **19** day of August, 2024


FOR UNION:

FOR THE EMPLOYER:



Gina L. Usana (Aug 19, 2024 14:24 EDT)






Vanessa Santos (Aug 19, 2024 22:30 EDT)

**Hazelton Place and CUPE
Schedule "A"**

CLASSIFICATION		Effective 01-Jan-22	Effective 01-Jan-23 3.5%	Effective 01-Jan-24 3.5%
Registered Practical Nurse	Start	\$28.71	\$29.71	\$30.75
	1800	\$29.46	\$30.49	\$31.56
	3600	\$30.19	\$31.25	\$32.34
Health Care Aide or Personnel Care Worker	Start	\$18.96	\$19.62	\$20.31
	1800	\$19.46	\$20.14	\$20.84
	3600	\$19.98	\$20.68	\$21.40
Senior Cook	Start	\$23.56	\$24.38	\$25.23
	1800	\$24.14	\$24.98	\$25.85
	3600	\$24.76	\$25.63	\$26.53
Cook Assistant	Start	\$20.94	\$21.67	\$22.43
	1800	\$21.42	\$22.17	\$22.95
	3600	\$21.91	\$22.68	\$23.47
Reception	Start	\$19.56	\$20.24	\$20.95
	1800	\$20.07	\$20.77	\$21.50
	3600	\$20.57	\$21.29	\$22.04
Housekeeping Aide, or Laundry Aide, or Food Service Aid	Start	\$17.84	\$18.46	\$19.11
	1800	\$18.57	\$19.22	\$19.89
	3600	\$19.23	\$19.90	\$20.60
Dishwasher	Start	\$17.47	\$18.08	\$18.71
	1800	\$18.00	\$18.63	\$19.28
	3600	\$18.50	\$19.15	\$19.82

Addition of a recognition of Experience language for RPN's as follows:

Recent and related experience of Registered Practical Nurses may be recognized up to the thirty-six hundred (3600) hour rate. Reasonable proof of such experience would be required in order to be considered.