

COLLECTIVE AGREEMENT

Between:

WESTHILLS CARE CENTRE INC.

And:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263**

January 1, 2023 to December 31, 2025

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This Agreement made this 1st day of January 2023.

Between:

WESTHILLS CARE CENTRE INC.
(Hereinafter called "the Employer")

Party of the First Part
And:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263
(Hereinafter called "the Union")

Party of the Second Part

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operations of the Employer's business and to provide a spirit of cooperation and harmony between the parties so that they might work together in the promotion of a high standard of care of the residents of Westhills Care Centre Inc..
- 1.02 **The Parties recognize and acknowledge that Westhills Care Centre is located on the traditional territories of the Anishinaabe, Ojibway/Chippewa and Haudenosaunee peoples. This territory is covered by the Upper Canada Treaties.**
- 1.03 **The Parties are committed to building a workplace that truly reflects the communities we serve and creating an environment that fosters diversity, equity, inclusion, and respect for all workers.**

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of at its of Westhills Care Centre in the City of St. Catharines save and except the management, administrative staff, professional medical staff, graduate and under-graduate nurses, graduate pharmacists, recreation assistants, dieticians, office and clerical staff, housekeeping, laundry and maintenance staff supervisors, persons above the rank of supervisor.

For greater clarity, the above-described bargaining unit includes the Cook and Dietary Aide classifications but does not include Housekeeping and Laundry Aide. The Employer will continue to recognize the Union as the sole and exclusive

- bargaining agent for all employees employed as a Housekeeping and Landry Aide as of April 12, 2021 and listed at Schedule "A" to Minutes of Settlement dated April 12, 2021 until such time as each of those employees voluntarily quits, retires, or is terminated for just cause (such termination being either ungrieved or upheld by an arbitrator upon grievance).
- 2.02 The Employer agrees that it will not assign work normally performed by employees in the bargaining unit to persons outside of the bargaining unit if such an assignment would result in the lay-off of a bargaining unit employee.
- 2.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 2.04 For the purposes of this Agreement, "employees" shall be members of the bargaining units defined herein.
- 2.05 (a) In order to provide job security for the members of the bargaining unit and subject to Article 2.05 (b), the Employer agrees that no employee will be laid off or have their employment terminated as a result of contracting out work of the kind performed by its employees.
- (b) It is agreed that the contracting out of work to another employer, who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off or terminated as a result of such contracting out on similar terms and conditions of employment, shall not constitute a breach of this Agreement.
- 2.06 (a) Full-Time Employees Those employees who are regularly scheduled to work more than twenty-four (24) hours per week or more.
- (b) Part-Time Employees A part time employee shall mean an employee who is regularly scheduled to work less than twenty-four (24) hours per week and who maybe called in to work due to the absence of a regular employee.
- (c) Casual Employee A part time zero hour employee is an employee who does not have regularly scheduled shifts but who is called in to work due to the absence of a regular employee.
- (d) Students shall be defined as those employees in full time attendance at an educational institution and who are employed during the spring break and summer vacation period when school is out. Such students shall be entitled

to all rights and benefits of the Collective Agreement save and except the following Articles:

Article 13 - Probationary Period

Article 14 - Seniority

Article 24 - Sick Leave

Article 25 - Health & Welfare Plans & Pension

Schedule A - 12% of their straight time hourly rate

However, should a student be employed as a regular employee they will be given credit for the time they have worked in the Bargaining Unit as a student as per Articles 13 and 14.

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

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that the management of the Employer's operations at Westhills Care Centre Inc. in the City of St. Catharines and the direction of the working forces at those locations are the exclusive functions of the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

- (a) To determine and establish procedures for the operation of Westhills Care Centre in order to maintain order, discipline and efficiency in connection therewith;
- (b) To establish from time to time reasonable rules and regulations, policies and procedures to be observed by the employees provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement or with government regulations pertaining to the care and/or services of the residents;
- (c) To hire, classify, direct, promote, demote, transfer, discipline, suspend, discharge, lay off in accordance with the relevant provisions of this Agreement, supervise and evaluate performance of employees and to assign employees to shifts and to increase and decrease working forces provided that a claim of a discriminatory classification, promotion, demotion or transfer or a claim that an employee who has completed their probationary period as provided for in this Agreement has been disciplined or discharged without a just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure provided for herein;

- (d) To manage and operate Westhills Care Centre Inc. in St. Catharines in all aspects in accordance with the Employer's obligations, which aspects, without restricting the generality of the foregoing, include but are not limited to:
 - (i) determining the nature and kind of business of the Employer, determining the location of premises, determining equipment and material to be used and controlling materials and equipment;
 - (ii) determining the content of jobs and directing the workforce, including the planning and controlling of the Employer's operations, the scheduling of personnel, the scheduling of work required for the Employer's purposes, the combining or splitting up of departments and the increase or reduction of personnel;
 - (iii) Introducing new and improved facilities and methods for the efficient operation of Westhills Care Centre Inc..

3.02 The Employer shall exercise its rights in a fair and reasonable manner in accordance with the terms of this Agreement.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 The Employer shall deduct from every employee any dues, initiations, or assessments as are uniformly levied, in accordance with the Union constitution and/or by-laws, and owing by them to the Union. The Union agrees to advise the Employer in writing of the amount of the deductions to be made and the amount so indicated shall continue to be deducted until changed by further written notice to the Employer.
- 4.02 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 23rd day of the month following, accompanied by a duplicate list of the names and addresses and phone numbers of all employees from whose wages the deductions have been made.
- 4.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall type in the amount of Union dues paid by each Union member in the previous year.
- 4.04 The Union agrees to indemnify and save the Employer harmless with respect to any claim made against the Employer by any employee or any group of employees for amounts deducted from pay as provided in Article 4.01 and for any action taken by the Employer at the request of the Union.

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 A representative of the Union shall be given an opportunity to interview each new employee for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Union and introduce them to the Health and Safety Representative, new employees will receive, when available, a copy of the collective agreement once probation has been completed.

ARTICLE 6 - CORRESPONDENCE

- 6.01 All correspondence between the parties, arising out of the Agreement or incidental thereto, shall pass to and from the Administrator or their designated representative with copies to the Unit Officer and the Union Office, 500 Major Street RR#1, Welland, On L3B 6J2.

ARTICLE 7 - NO DISCRIMINATION

- 7.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matters of race, creed, colour, sex, age, national origin, political or religious affiliation or marital status, place of residence, nor by reason of their membership or activity or lack of membership or activity in the Union or for any other reason. The parties agree to abide by the Ontario Human Rights Code.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Unit Officer and the Union Stewards. A Steward or Unit Officer may assist any employee which they represent in preparing or presenting their grievance in accordance with the grievance procedure.
- 8.02 The Employer will recognize the following Union positions from among the employees in the bargaining unit who have completed their probationary period:

Three Stewards and One Unit Officer.

The Union shall notify the Employer in writing of the names of the above officers before the Employer will be required to recognize them.

- 8.03 The Employer recognizes that the function of a steward and unit officer is to investigate and assist in the presentation of grievances as provided for in this Agreement. The Union acknowledges and agrees that an employee who is appointed or otherwise selected as a steward or a unit officer is employed to perform work for the Employer and that they shall not leave their work during working hours to perform their duties under the grievance procedure provided for in this Agreement without first obtaining the permission of their supervisor, which permission shall not be unreasonably withheld. Providing the steward's or unit officer's absence does not unreasonably interfere with the efficient operation of Westhills Care Centre Inc., the steward or the unit officer shall not suffer any loss of pay during their scheduled hours of work for time necessarily spent processing grievances under the grievance procedure, up to and including Step No. 2 but excluding arbitration. It is agreed that one Steward and/or the Unit Officer may be involved in the processing of the grievance and that any meeting concerning the grievance shall be held at a time which is mutually agreeable to the Union and the Employer and which is in keeping with the well being of the residents and the efficient operations of Westhills Care Centre Inc.
- 8.04 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement and it shall be taken up in the manner described herein.
- 8.05 An employee who believes they have a complaint or a difference of a grievable nature shall complete a written complaint **form** (internally approved), to the immediate supervisor within five (5) business days of the date the facts giving rise to the complaint or difference came to their attention or should have come to their attention. The supervisor will meet with the employee within five (5) business days. If any such complaint or difference is not settled by the supervisor within five (5) business days of such discussion and the employee wishes to proceed with a grievance, then a grievance shall be filed in accordance with Article 8.06. Such employee may be accompanied by a Steward if they so request.
- 8.06 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP NO. 1

If the reply is considered to be unsatisfactory by the grievor, or the Steward and/ or Unit Officer, the Vice President – Private Homes or President and the National Representative may submit the grievance in writing to the Administrator of the Home. The written grievance, signed by the grievor or Union Representative, shall state the nature of the grievance, identify the provisions of this Agreement which the grievor believes have been violated and indicate the redress sought. The Administrator shall meet with a committee from the Union, which shall consist of the Steward and/or the Unit Officer, the 2nd Vice President - Private Homes or President and the National Representative. Such meeting shall be scheduled within ten (10) days of the submission of the grievance to the Administrator. The

Administrator shall give a reply in writing within ten (10) days of their meeting with the Union.

STEP NO. 2

If the grievance is not settled at Step No. 1, the grievance may be referred to Arbitration by either the Employer or the Union. Such request for arbitration shall be in writing and shall be delivered to the Employer's Administrator or the Union, as the case may be, within twenty (20) days of the written decision in Step No. 1.

8.07 GROUP OR POLICY GRIEVANCE

Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, it may be submitted at Step No. 1 of the grievance procedure. Such grievance shall be submitted within ten (10) days of the incident, or notification of the incident, giving rise to the grievance. Both the Employer and the Union may bring policy grievances in appropriate circumstances.

8.08 In the Articles describing the grievance and arbitration procedures, the word "days" shall not include Saturdays, Sundays or statutory holidays.

8.09 All agreements reached under the grievance procedure, including arbitration, between representatives of the Employer and representatives of the Union, shall be final and binding upon the Employer, the Union and the employees.

ARTICLE 9—ARBITRATION

9.01 Mediation

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

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

9.02 When either party requests that a grievance be submitted to arbitration, the request shall be in writing in accordance with Step 1 under Article 8.06. The party requesting arbitration shall indicate in its written request the name of its nominee to the Arbitration Board. Within seven (7) days of receipt of such written request for arbitration, the receiving party shall advise the other party, in writing, of the name of its nominee to the Board of Arbitration.

9.03 The two nominees shall endeavour within ten (10) days to agree upon a third member and Chairman of the Board of Arbitration. If either party fails to appoint a nominee within the time limit set out above or if the two (2) nominees fail to agree upon a Chairperson within ten (10) days of the appointment of the Employer's

nominee or within such further time as may be agreed upon, the Minister of Labour for the Province of Ontario may be asked to nominate a person to act as Chairperson upon the request of either party. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance under consideration.

- 9.04 The Arbitration Board shall not have the jurisdiction to amend, modify or add to any of the provisions in this Agreement nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.05 The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the employees. In the event there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration.
- 9.06 Each of the parties to this Agreement will bear the fees and expenses of its nominee to the Board of Arbitration and will pay one-half (1/2) of the fees and expenses of the Chairperson.
- 9.07 The time limits fixed in the grievance procedure under Article 8 and the arbitration procedure under Article 9 may be extended by mutual agreement in writing.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

- 10.01 Whenever the Employer deems it necessary to censure or suspend any employee or terminate a non-probationary employee, the employee is entitled to have present a Union Steward at any meeting between the Employer and the employee at which such censure, suspension or termination is communicated and discussed. The Employer shall, within five (5) days thereafter, given written notice of the censure, suspension or dismissal to the employee, Unit Officer and the Vice President - Private Homes. **The written notice shall be sent to the Vice President – Private Homes via email or fax.** Such notice shall include a general statement concerning the cause for the censure, suspension or termination and the facts upon which the action is based.

Should an employee waive their right to have a Union Representative present, they shall inform the Employer of their wishes and sign a statement to that effect. In such case, the Employer shall not be obliged to have a Union Representative present.

- 10.02 Any disciplinary notation or warning shall be removed from an employee's record after a period of eighteen (18) consecutive months of employment during which the employee has not received any further disciplinary warning or notation.
- 10.03 Upon seven (7) business days' notice to their supervisor, during regular business hours Monday to Friday. Employees shall be provided with reasonable access to their personnel file on their own time during regular business hours Monday to

Friday, in the presence of a supervisor, for the purpose of reviewing any evaluation or formal disciplinary notation contained therein. An employee has the right to request copies of any material contained in their personnel record, a cost of \$0.25 each requested copy will be paid by the employee. Such employee may be accompanied by a Union representative if they so request.

10.04 Demotion shall not be used as a disciplinary measure.

ARTICLE 11 - UNION COMMITTEES

11.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. The Employer recognizes the right of the Union to appoint or otherwise select from among the bargaining unit employees who have completed their probationary period a negotiating committee. The Employer agrees that the President and Vice President - Private Homes of the Local Union may also sit on and form part of such committee. However, it is agreed that in all cases, regardless of who occupies the position of President and Vice President - Private Homes of the Local Union, a maximum of three (3) employees, one being the Unit Officer, from Westhills Care Centre Inc. may sit on the bargaining committee at any time. The Union agrees to advise the Employer of the names of its members on the Negotiating Committee.

11.02 The Union shall have the right at any time to have the assistance of the Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Union agrees to advise the Employer of the name of such representative.

11.03 LABOUR MANAGEMENT

(a) The parties shall meet four (4) times per year:

Dates for the (4) four meetings will be scheduled no later than January 31, of the current year. However, if neither party has any issues the pre scheduled meeting may be cancelled.

(b) A statement outlining the matters for discussion will be submitted by each party not less that two (2) working days prior to the time of the scheduled meeting, except in the case of an emergency.

(c) The Employer will compensate the Unit Officer and / or Steward or an employee required to attend a grievance meeting with the Employer's representative or other meetings regarding labor/ management relations for their regularly scheduled work time spent in attending such meetings to the extent that they will suffer no loss of earnings.

(d) Chairperson of the Meeting

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

(e) Minutes of the Meeting

Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Chairperson of the meeting shall prepare the minutes of the meeting, have both Chairpersons sign the minutes, post one copy on the Union Board and make two (2) additional copies, one to the Union and one to the Employer within three (3) business days following the meeting.

(f) Either party may request additional meetings as the need arises.

11.04 The Employer will compensate all employees for all time spent in negotiating meetings during regular scheduled working hours (up to but not including Interest Arbitration).

The Employer will grant employee's three (3) days unpaid leave to prepare for Negotiations. The Employer agrees to continue to pay such employee's salary and benefits and the Union agrees to reimburse the Employer for such payments.

11.05 The Employer shall make available to the Union, on request, where applicable and available, information required by the Union regarding job description of positions in the bargaining unit, job classifications, wage rates and have access to policies and procedures when requested.

ARTICLE 12 - NO STRIKES OR LOCKOUTS

12.01 The parties agree that there will be no strikes or lockouts during the term of this Agreement. A "strike" or "lockout" shall be as defined in the Labour Relations Act.

ARTICLE 13 - PROBATIONARY PERIOD

13.01 A newly hired employee must successfully complete a probationary period of 375 hours worked, probationary period may be extended by mutual agreement up to 500 hours. During the probationary period, employees shall be entitled to all the rights and privileges of this Agreement except with respect to discharge.

After completion of the probationary period, seniority shall be effective from the date of last hire. The Employer will notify the Union if a probationary employee is discharged.

ARTICLE 14 - SENIORITY

14.01 Master seniority lists showing dates of Seniority and individual classifications will be posted by the Employer on the Union bulletin boards with copies to the Local Office in April of each year and updated in October of each year.

The Employer shall prepare two seniority lists, one for full-time employees and one for regularly scheduled part-time and on **casual** hour employees.

14.02 a) Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire.

b) Part-time employees will accumulate seniority on the basis of one (1) years seniority for each (1800) hours paid in the bargaining unit from the last date of hire.

A part-time employee cannot accrue more than one (1) years seniority in any twelve (12) month period.

The seniority calculation for part timers will begin January 01, 2018.

14.03 For the purpose of placement on the seniority lists, the following provisions shall apply:

(a) When an employee transfers from full-time to part-time or **casual** they shall be transferred to the part-time seniority list by taking hours paid divided by 1800 hours = seniority date.

(b) When an employee transfers from part-time to full-time or **casual**, they shall be transferred to the full-time seniority list by taking hours paid divided by 1800 hours = seniority date.

14.04 For the purpose of vacation scheduling, layoffs, recall, promotion and transfers, a part-time employee shall have their part-time seniority recalculated to full-time seniority in accordance with Article 14.03.

14.05 Seniority shall not accumulate during approved unpaid leaves of absence under Article 23.01.

ARTICLE 15 - PROMOTION AND STAFF CHANGES

15.01 In the event it becomes necessary for the Employer to fill a vacancy or in the event a new job is created, the Employer will notify the **Vice President – Private Homes** in writing and post such vacancy or new job on the bulletin board designated for this purpose for a minimum of seven (7) working days.

- 15.02 Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work and wage rate. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.
- 15.03 Qualified applicants from within the bargaining unit shall be given first consideration for the position. Where there are no suitable applicants from within the bargaining unit, the employer shall be entitled to consider outside applicants for hire.
- 15.04 The Employer agrees that in filling permanent vacancies and new positions in the bargaining unit, the senior employee having the skill, qualifications, and ability to perform the work in question shall be awarded the job.
- 15.05 The successful applicant shall be placed on trial in the new position for a period not to exceed (45) forty-five days worked. If this is a transfer to another department, and the employee wishes to return to their former position, or if, in the Employer's opinion, the employee is not suitable for the position and it is necessary that they be returned to their former position, they shall be returned to their former position and wage rate before the end of the trial period without loss of seniority. Any other employee promoted or transferred as a result of the placement of the successful applicant in the new position shall also be returned to their former position and wage rate without loss of seniority.
- 15.06 The name of the successful applicant shall be posted on the bulletin board.
- 15.07 **The Vice President – Private Homes and the Unit Officer shall be provided with all notifications of union job postings, successful candidates to job postings and layoffs within five (5) days of their occurrence. The written notices shall be provided to the Vice President – Private Homes via email or fax.**
- 15.08 Short periods of absenteeism of up to three (3) months duration need not be posted and shall be filled with part time employees on a rotating basis in accordance with their seniority.
- 15.09 Absenteeism over ninety (90) days duration such as arise because of extended illness or accident, pregnancy leave, Workers' Compensation accident, leaves of absence etc., shall be posted and filled in accordance with this Agreement. Such posting shall clearly state that "this is a temporary position" and any employee who is selected for such position shall be returned to their former position with the Employer upon completion of the period of absence. After eighteen (18) months such temporary position shall be posted as a permanent position and filled according with this agreement.

A part-time employee who is the successful applicant for a temporary full-time position shall retain his status as a part-time employee.

- 15.10 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to their former position in the bargaining unit during their trial period, which shall be a maximum of thirty (30) days.

If an employee returns to the bargaining unit, they shall be placed in their former position. If their job no longer exists, they shall be placed in a job consistent with their qualifications and seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority. In the event the return of the employee to the bargaining unit would result in the lay-off or bumping of an employee holding greater seniority, then the returning employee shall be laid off and placed on the recall list.

- 15.11 During the first eighteen (18) months of absence as referred to in 15.10, an employee returning to work shall be entitled to return to their former position. If their job no longer exists, they shall be placed in a job consistent with their qualifications and seniority. An employee returning to work after an absence in excess of eighteen (18) months shall exercise their seniority rights in accordance with Article 16 of this Agreement. Such employee shall not displace an employee with more seniority.

- 15.12 The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

Type of course (subjects and material covered);
Time, duration and location of course;
Minimum qualifications required for applicant.

Where possible this bulletin shall be posted for a period of two (2) weeks on Bulletin Boards in all Departments to afford all interested employees an opportunity to apply for such training.

ARTICLE 16 - LAYOFF AND RECALLS

- 16.01 In the event of a lay-off, the Employer shall lay off employees in the reverse order of their seniority, provided that there remain on the job employees who have the qualifications and ability to perform the available work.

(a) Both parties recognize that job security should increase in proportion to length of service

(b) Definition of Layoff

A layoff shall be defined as a reduction in the workforce, or a reduction in the regular hours of work.

16.02 Notice of Layoff

In the event a proposed layoff of a permanent or long term nature, the Employer will:

- (a) Provide the Union and the affected employee with no less than six (6) weeks written notice of the proposed layoff

Where a proposed layoff results in the subsequent displacement of any members of the Bargaining Unit, the original notice to the Union shall be considered notice of any subsequent layoff.

- (b) Meet with the Union through Labour Management Committee:

- 1) to identify the reasons for the layoff;
- 2) to identify the changes in service (if any) the Employer will provide after the layoff.

16.03 An employee in receipt of Notice of Layoff may;

- 1) accept the layoff;
- 2) displace another employee who has lesser bargaining unit seniority, if the employee, originally subject to layoff has the ability to meet the normal requirements of the job.

An employee who chooses to exercise the right to displace another employee with lesser seniority, shall advise the Employer of their intention to do so and the position bumped within four (4) days after receiving the Notice of Layoff.

- 3) Other employees who are subsequently affected by the displacement shall be allowed to exercise their seniority rights in the same manner as noted above.

16.04 Employees who are on layoff shall have their names placed on a recall list. Employees shall be recalled in the order of their seniority, provided that they have the qualifications and ability to perform the available work.

16.05 New employees shall not be hired until those laid off have been given opportunity of recall.

- 16.06 An employee who has been laid off for a continuous period in excess of eighteen (18) calendar months shall not be subject to recall.
- 16.07 In order that the operations of the Union will not become disorganized when layoffs are being made, the President, Vice-President Regional Homes and/or Private Homes, Recording Secretary and other Department Stewards who are employees of the Employer, shall be the last persons laid off during their term of office, so long as full time work which they are qualified to perform is available.
- 16.08 Grievances concerning layoffs and recall shall by-pass the complaint stage and commence at Step 1 of the grievance procedure.
- 16.09 For all employees who are enrolled in the respective Benefit Plan at the time of layoff, the Employer agrees to pay its share of premiums for group insurance for one (1) month following the layoff. The laid off employee will pay their share of such premiums from final wages.

ARTICLE 17 - HOURS OF WORK

- 17.01 It is expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and are not a guarantee that work will be provided.
- 17.02 (a) The regular daily hours of work for full-time employees shall not exceed seven and one-half (7-1/2) hours per day, exclusive of a thirty (30) minute meal period.
- (b) The regular schedule for full-time employees shall consist of not more than seventy-five (75) hours in a bi-weekly pay period, exclusive of meal periods.
- 17.03 (a) The Employer shall endeavour to maintain its present practice of every second weekend off.
- (b) Not more than five (5) consecutive days of work shall be scheduled without a day off, except upon mutual agreement between the Employer and the Union and where there are voluntary shift exchanges.
- (c) The hours and days of work of each employee shall be posted at least **(8) days** in advance **of the end of the current posted schedule**. The Employer reserves the right to change an employee's schedule as may be dictated by the needs of its operations, its staffing requirements or its residents. The Employer will endeavour to provide at least two (2) weeks' notice of any changes to scheduled work.
- (d) No Shift will be less than four (4) hour duration
- (e) There shall be no scheduled split shifts

17.04 An employee working seven (7) hours or more shall receive two fifteen minute rest periods: one (1) fifteen (15) minute rest period in the first half of the shift and one (1) fifteen (15) minute rest period in the second half of their shift plus a half-hour unpaid lunch period.

An employee working five (5) hours or more but less than seven (7) hours, shall receive one fifteen minute rest period plus a half hour unpaid lunch period.

An employee working four (4) hours but no more than five (5) hours shall receive one fifteen minute rest period.

17.05 Replacement hours will be distributed to part time employees on a rotating basis according to seniority, and availability sheets.

(a) For immediate call-ins, meaning up to twenty-four (24) hours prior to the commencement of the shift, the Employer will be allowed to move on to the next available employee on the call-in list when no immediate response is received.

(b) For all other call-ins exceeding twenty-four (24) business hours, one (1) hour will be given to call back prior to moving to the next available employee.

17.06 **Casual** Employees must work at least **three (3)** scheduled shift per month if offered within their availability or shall be deemed to be terminated from employment.

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

Upon commencement of employment, staff will provide their shift availability to the scheduling coordinator. Staff's availability provided will be incorporated into the Employee call-in list in order of their seniority and shift preferences.

Employee call-In List will be updated as the employee's availability changes. This request must be provided in writing to the scheduling coordinator.

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

If after contacting all part time and **Casual** employees with the required skills, experience, ability and qualifications there is still no one available, the shift may be offered to full time, at overtime rates beginning with the most senior employee.

ARTICLE 18—SHIFTS

- 18.01 (a) A day shift shall be one in which the majority of the scheduled hours fall between 7:00 a.m. and 3:00 p.m.
- (b) An afternoon shift shall be one in which the majority of the scheduled hours fall between 3:00 p.m. and 11:00 p.m.
- (c) A night shift shall be one in which the majority of the scheduled hours fall between 11:00 p.m. and 7:00 a.m.
- (d) Employees shall be paid a shift premium of forty (40¢) cents per hour for all hours worked where the majority of their scheduled hours fall between 3:00 p.m. and 7:00 a.m.
- (e) All employees who are required by the Employer to work weekends shall receive a premium of thirty cents (\$0.30) per hour. Weekends being twelve (12:00) midnight Friday until twelve (12:00) midnight Sunday.
- 18.02 The increase or reduction in the duration of a shift as a result of changes in daylight saving and standard times will not result in the increase or reduction of normal pay for such shift.

ARTICLE 19—OVERTIME

- 19.01 No employee shall work in excess of the normal hours of work in a regularly scheduled shift or in excess of the normal hours of work during a bi-weekly pay period unless so authorized by their supervisor. Authorized work performed in excess of seven and one-half (7-1/2) hours in a day (exclusive of one-half (1/2) hour lunch break) or seventy-five (75) hours in a two (2) week pay period, exclusive of unpaid lunch breaks, will be counted as overtime work and will be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay. No overtime shall be paid to an employee who works in excess of their regularly scheduled hours of work, on a daily basis or on a bi-weekly basis, as a result of their exchange of shifts with another employee or for reasons of personal convenience.
- 19.02 Opportunities for overtime shall be distributed by the Employer on a rotating basis in accordance with seniority among the employees in a department who normally performs the work involved.
- 19.03 Employees shall not be required to lay-off during regular hours to equalize any overtime work.
- 19.04 Instead of cash payment for overtime, an employee may choose to receive one and one-half (1-1/2) hours) lieu time at their regular rate for each hour of overtime worked, which lieu time shall be taken at a mutually agreed time.

ARTICLE 20 - CALL-IN-PAY

- 20.01 (a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one half of their regular earnings.
- (b) An employee who is called in to replace an employee for a shift shall be paid for the entire shift provided they report for work within one-half (1/2) hour of the normal starting time. If the employee reports for work within one (1) hour of receiving the call-in, the employee shall be given the option to remain and work the full shift.

ARTICLE 21 - PAID HOLIDAYS

21.01 The following shall be recognized as paid holidays:

New Year's Day	Victoria Day
Civic Holiday	Canada Day
Thanksgiving Day	Labour Day
Christmas Day	Boxing Day
Good Friday	Three Floating days
Family Day	

If any other day is proclaimed as a holiday by the Government of Canada or Ontario, it shall replace the floating holiday.

- 21.02 If such statutory holiday falls on an employee's regular scheduled day off, such employee shall receive a paid day off in lieu of the holiday to be taken at a mutually agreeable time.
- 21.03 In order to qualify for paid holiday entitlement, an employee must have worked their full scheduled shifts immediately preceding and following the paid holiday except where the employee's absence on such day(s) is due to illness as confirmed by a doctor's certificate, if required by the Employer, or is due to an authorized leave of absence.
- 21.04 **Any employee who works on any of the above holidays, shall receive time and one-half (1 ½) of their regular rate of pay and, in addition, full-time employees will receive a lieu day for that holiday worked at a mutually convenient time. The Employer will pay for the lieu day at the employee's basic straight time hourly rate of pay.**
- 21.05 **An employee may choose to accumulate 5 days for use at a later date. Such days off will be taken within 90 days of the requested stat. If such requests are denied because of operational needs, an alternate request**

may be submitted by the employee and such request may surpass the 90-day time period. With the exception of Christmas and Boxing Day, such days off must be taken in the calendar year in which they were earned. It is understood that lieu days requested for the months July and August will not be submitted until after the approval of vacation requests on May 1st. All requests for lieu time off shall be responded to in seven days. It is understood that any unused lieu days will not be paid out at the end of the year. If not taken, the Employer will schedule time off with pay at a mutually agreed upon time between the employee and Employer by the end of the calendar year.

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

ARTICLE 22 - VACATION

22.01 Employees shall receive an annual vacation and vacation pay in accordance with the employee's years of service as follows:

- (a) Less than one (1) year's service: as provided in the Employment Standards Act for Ontario;
- (b) One (1) years service but less than three (3) years: two (2) weeks' vacation with pay equivalent to four percent (4%) of the employee's wages for the previous year;
- (c) Three (3) years service but less than eight (8) years: three (3) weeks' vacation with pay equivalent to six percent (6%) of the employee's wages for the previous year;
- (d) Eight (8) years service but less than fifteen (15) years: four (4) weeks' vacation with pay equivalent to eight percent (8%) of the employee's wages for the previous year;
- (e) Fifteen (15) years service but less than twenty-three (23) years: five (5) weeks' vacation with pay equivalent to ten percent (10%) of the employee's wages for the previous year.
- (f) Twenty-three (23) years of service but less than twenty-eight (28) years: six (6) weeks vacation with pay equivalent to twelve percent (12%) of the employee's wages for the previous year.
- (g) Twenty-eight (28) years of service or more: seven (7) weeks vacation with pay equivalent to fourteen (14%) of the employee's wages for the previous year.

22.02 The vacation year for an employee shall be from June 1 to May 31. Vacation pay shall be calculated at the appropriate percentage indicated in Article 22.01 of gross annual earnings in the previous year.

22.03 An employee terminating their employment at any time in their vacation year before they have taken their vacation shall receive vacation pay in lieu of unused vacation on the following basis:

- (a) Employees with less than one (1) year of service shall receive vacation pay as provided for in the Employment Standards Act for Ontario.
- (b) Employees with one (1) year of service or more shall be entitled to a proportionate payment for vacation pay calculated in accordance with Article 22.01.

22.04 (a) Vacation Lists – December 1st to May 31st

For the vacation period from December 1st to May 31st, each department shall post a list by October 1st and the employee shall indicate by October 15th the vacation period they wish.

The Department Head shall then set the vacation periods, taking into account the wishes of the employee on the basis of seniority, and the maintenance of an efficient operation and adequate coverage in the Employers facility.

The Department Head shall post this list of the vacation periods by November 1st. After this date, the Department Head or the employee shall not alter that vacation periods unless by mutual consent. Such requests will not be unreasonable denied.

(b) Vacation Lists – June 1st to November 30th

For the vacation period from June 1st to November 30th, each department shall post a list by February 1st and the employee shall indicate by February 15th the vacation period they wish.

The Department Head shall then set the vacation periods, taking into account the wishes of the employee on the basis of seniority, and the maintenance of an efficient operation and adequate coverage in the Employers facility.

The Department Head shall post this list of the vacation periods by March 15th. After this date, the Department Head or the employee shall not alter that vacation periods unless by mutual consent. Such request will not be unreasonably denied.

During the week that includes July 1st to the week that includes Labour Day, an Employee is entitled to book up to two (2) weeks of vacation.

An employee who is entitled to more than three (3) weeks of vacation may make a request to the Administrator for a longer vacation under special circumstances, such requests will not be unreasonably denied, and will be granted by seniority.

- (c) Employee's not entering their vacation request on the posted vacation list within the time specified in the collective agreement shall then be granted on a 1st come 1st serve basis.**

22.05 Where an employee qualifies for sick leave, bereavement leave or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for the period of absence while on leave. By mutual agreement, the period of vacation so displaced shall either be added to the employee's vacation period or be reinstated for use at a later date.

22.06 Unused vacation may not be accumulated from year to year. Any unused vacation pay remaining at the end of the vacation year shall be paid out to the employee the first pay period after May 31st of each year.

Casual Employees shall be paid on a bi-weekly basis and the amount of vacation pay will be separately identified on the pays stub.

22.07 Employees shall not be entitled to take vacation until the completion of their probation period. In the event an employee's employment is terminated before the completion of their probation period, they shall be paid an amount equal to four (4%) of their wages earned.

ARTICLE 23 - LEAVE OF ABSENCE

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

Employees who are on a leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this agreement unless otherwise agreed by the union and the employer.

An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtains permission or provides a satisfactory explanation shall be considered to have terminated their employment without notice.

23.02 Leave of absence without pay and without loss of seniority shall be granted to employee's elected or appointed to represent the union at conventions, seminars, or perform any other function on behalf of the Union, provided the Employer receives at least two (2) weeks prior notice. The Employer may, but shall not be required to, grant such leave with less than two (2) week's notice. In no circumstances will leave be granted to more than two (2) employees from any one department at any one (1) time, nor will the total of such leaves of absence taken by all employees exceed a maximum total of fifty-five (55) days per calendar year. The Employer agrees to continue to pay such employee's salary and benefits and the Union agrees to reimburse the Employer for such payments.

23.03 The Employer shall grant a leave of absence without loss of pay or seniority to any employee who serves as a juror or witness in any Court. The Employer shall pay such employee the difference between their normal earnings and the payment they receive for such service, excluding payment for travelling, meals or other expenses, provided the employee promptly remits to the Employer proof of such service and the amount of payment received by them. The employee shall notify their supervisor immediately upon receipt of notification that they will be required to attend at Court as a juror or witness.

23.04 BEREAVEMENT LEAVE

In the event of the death of a spouse (to include same sex partner) child or step child, mother, father, step parent, sister, brother or grandchild of a full time or part time employee's family, the employee will be granted a leave of absence without loss of pay not to exceed five (5) consecutive calendar days following the date of the death.

It is agreed that if an employee who cannot attend the funeral due to distances will be granted leave with pay in accordance with the above. It is understood that this applies to immediate family only.

In the event of the death of a legal guardian, mother in law, father in law, brother in law, sister in law, son in law, daughter in law, or grandparent of a full time or part time employee's family, the employee will be granted a leave of absence without loss of pay not to exceed three (3) consecutive calendar days following the date of death.

In the event of the death of an aunt, uncle, niece or nephew of a full-time or part-time employee's family, the employee will be granted one (1) day leave of absence without loss of pay.

An employee shall be paid for such of those days as are scheduled working days, additional travel time, where required, will be provided without pay.

The employee shall advise the Employer of their request for such leave within twenty-four (24) hours or as soon as possible after the death. Proof of death may be requested by Employer.

Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, to accommodate a future funeral/celebration of life date. It is understood that if the employee requests to divide the leave, this request, where possible, must be made in writing at least 4 weeks in advance to the employee's manager at the time of each request.

23.05 PREGNANCY/PARENTAL LEAVE

- (a) Employees shall be entitled to pregnancy and parental leave in accordance with the provisions of the Employment Standards Act of Ontario.
- (b) Effective on confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave, adoption leave or parental leave, as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy or parental leave benefits, pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental Employment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of their normal weekly earnings and the sum of their weekly Employment insurance benefits and any other earnings. Receipt by the Home of the employee's Employment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy, or parental, or adoption benefits.

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

In addition to the foregoing, the Home will pay the employee seventy-five percent (75%) of their normal weekly earnings during the first two (2) weeks period of the leave, while waiting to receive Employment Insurance benefits.

- c) Pregnancy, Parental Leave
 - i) 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.

- ii) 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 furnish the Employer with the Certificate of a legally qualified Medical Practitioner stating the expected birth date.
- iii) The employee shall reconfirm their intention to return to work on the date originally approved in subsection ii) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- iv) An employee who intends to resume their employment on the expiration of the leave of absence granted to them 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 their former job, and former shift if their shift was designated.

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

- v) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on Parental Leave.
 - vi) Subject to 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 at the same rate of pay.
- d) Parental Leave
- i) Parental Leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirements for eligibility for Parental Leave shall be thirteen (13) weeks of continuous service.
 - ii) An employee who qualifies for Parental Leave, other than the adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
 - iii) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an Employee is on Parental Leave.

- iv) Subject to any changes to the Employees status which would have occurred had they not been on Adoption 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.

23.06 Upon receipt of four (4) weeks' notice, the employer shall grant leave of absence without pay and without loss of seniority, to an employee who is elected or selected for a position with the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress. Such leave shall be for the term of office for which the employee has been chosen to fill. The employee shall not accumulate seniority during such leave.

23.07 PERSONAL DAYS

An employee who wishes a day's leave absence without pay for personal reasons shall be granted such leave upon giving reasonable notice (a minimum of two hours) prior to the start of their shift. Such leave shall be limited to no more than three (3) shifts per calendar year.

These personal days are not in addition to the Family Emergency Leave Days (ten (10) in total contained in the Employment Standards Act.)

23.08 FAMILY VIOLENCE LEAVE

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

ARTICLE 24 - SICK LEAVE PLAN

24.01 Each employee shall receive one (1) sick day credit per each twenty (20) shifts worked, up to a maximum of twelve (12) sick day credits per calendar year. Unused sick days shall be accumulated to a maximum of two-hundred and twenty-nine (229) sick days.

Part time employees with accumulated sick leave credit as of the date of signing this Agreement shall be entitled to retain and use such credits, but shall not be entitled to any further accumulation or participation in the sick leave plan provided by this Agreement.

24.02 In the event of an absence exceeding three (3) consecutive working days, the Employer shall be entitled to require the employee to provide a medical certificate from the employee's doctor if requested in advance. Where the doctor charges the employee for such certificate, the Employer will, upon proof of the

charge for and payment of the medical certificate, reimburse the employee to a maximum amount of \$25.00.

24.03 Sick leave accrued will be provided on employee pay stubs.

24.04 In the event of the termination of an employee's employment, other than for cause, the employee shall be entitled to receive a lump sum payment in respect of accrued unused sick leave. The lump sum shall be calculated by multiplying the number of days of unused sick leave credits by fifty percent (50%) of the employee's regular wage in effect on the date of termination of employment.

For example:

23.94 (banked hours) x \$22.97 (Current hourly rate of pay) = \$547.51
50% of \$547.51 = \$273.75

The employee is entitled to be paid out at termination of employment the amount of \$273.75.

24.05 **SELF ISOLATION LEAVE**

If an employee is required to self-isolate because of the employer's policy, public health directive, or at the direction of the employer, and if the employee is not entitled to WSIB benefits for the period of such self isolation, the employee will be entitled to use sick-leave, vacation, or in lieu entitlements for any hour(s) of work lost during such period.

ARTICLE 25 - HEALTH AND WELFARE PLANS AND PENSION

25.01 The Employer agrees to pay the indicated percentage of the following health benefit plans for full time qualified employees who have completed their probationary period. Where applicable, employees shall pay their share through payroll deductions.

- (a) One hundred percent (100%) of the billed premium for a prescription drug plan offered by Blue Cross or equivalent to be chosen by the Employer;
- (b) One hundred percent (100%) of the billed premium for a hospital plan offered by Blue Cross or equivalent to be chosen by the Employer, providing coverage for semi-private hospital accommodation;
- (c) One hundred percent (100%) of the billed premium for a vision care plan offered by Blue Cross or equivalent to be chosen by the Employer, providing coverage to a maximum of three hundred (\$300.00) dollars every twenty-four (24) months, payment to a maximum of one hundred **fifty (\$150.00)** dollars every twenty-four (24) months with proof of payment for eye examinations.
- (d) One hundred percent (100%) of the billed premium of a hearing aid plan offered by Blue Cross or equivalent to be chosen by the Employer, providing coverage to a maximum of \$500.00 every **thirty six (36)** months;
- (e) One hundred percent (100%) of the billed premium for a life and accidental death and dismemberment insurance plan, covering individual employees, offered by an insurer to be chosen by the Employer, providing coverage in the amount of **\$35,000.00** per employee.
- (f) Eighty percent (80%) of the billed premium for a dental plan, Blue Cross #9 or its equivalent to be chosen by the Employer, based on the current year's O.D.A. suggested fee guide.
- (g) One hundred percent (100%) of the cost of the following paramedical services: chiropractor, osteopath, podiatrist, chiropodist, speech therapist, massage therapist, to a maximum of three hundred (\$300.00) per specialty, per year.
- (h) **One hundred percent (100%) of the cost of orthotics to a maximum of three hundred (\$300.00) per year, per employee after medical referral.**

25.02 Prior to the Employer changing carriers for any of the plans named in this Article 25, the Employer shall provide full details of the new plans to the Union prior to the effective date of the change. Any new plans shall provide the same or superior benefits to those provided in the existing plans.

25.03 The Employer shall make arrangements with the Insurance Company that for all claims filed by an employee, the Insurance Company will issue a cheque directly to the employee's home address. Any dispute as to entitlement to benefits under the coverage provided by the insurer shall be between the employee and the insurer. The Employer agrees to use its best efforts on behalf of an employee where there is any dispute.

25.04 An eligible Employee may make arrangements with the Employer for payment of the full premium cost incurred while on an approved leave.

Such payment shall be made to the Employer on the 1st of the month.

The Employee agrees that they will not make claims against the Employer's Benefit Plan if the claims are related to an automobile accident.

25.05 NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

Effective March 1, 1999 the following provision replaces the existing 25.04:

1. 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" means the basic straight time wage 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.

.02 Effective date of Ratification or date of Award, each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to 4% of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to 4% of applicable wages to the Plan.

.03 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.

- .04 The Union acknowledges and agrees that other than making its contribution to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

- .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. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

For further specificity, the items required for each eligible employee by Article.05 of the Agreement are:

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

Date of Hire
Date of Birth
Date of First Contribution
Seniority List (for the purpose of calculating past service credit)

- ii) To Be Provided with each Remittance:

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings

iii) To be Provide Once and if Status Changes:

Full Address as provided to the Home
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.

It is understood and agreed that currently the Employer is not required by law to provide any information other than that specified in .05 above. In the event that the Employer is required, by law, to provide additional information in the future and such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

.06 All employees shall have access to an Employee Assistance Program (EAP). The full cost of EAP coverage is to be paid by the employer.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.01 Employees shall be paid bi-weekly on Thursdays 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 and deductions. Cheques will be direct deposit to an account designated by the employee.

- 26.02 (a) When an employee temporarily substitutes in and performs the duties of a higher paying classification, they shall receive the rate for that classification;
- (b) When an employee temporarily substitutes in and performs the duties of a lower rated classification, they shall receive their regular rate during such temporary substitution;

- (c) When an employee is reclassified other than on a temporary basis:
 - (i) to a higher rated classification, they shall receive not less than the rate of pay they were receiving at the time of their reclassification or the starting rate for the position into which they are reclassified, whichever is the higher;
 - (ii) to a lower rated classification, they shall receive the rate of pay applicable for their new classification based on their seniority.

26.03 The Employer will issue a Electronic Funds Transfer (EFT) to cover a payroll error in excess of eight (8) hours, caused by the employer, within 48 hours of being notified by the employee. The request shall be made in writing by the Employee, including supporting documentation to substantiate the shortage in employees pay cheque.

26.04 Each employee required to wear a uniform shall receive ten cents (\$0.10) for each hour worked as a uniform allowance. Such payment shall be made on each regular pay cheque. Employees when purchasing uniforms shall have the choice of solid colours (except black) or prints.

ARTICLE 27 – GENERAL

27.01 Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

27.02 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices, one bulletin board in a staff area.

27.03 Where the singular or feminine has been used in this Agreement, it shall be considered as if the plural or masculine has been used where the context so requires.

ARTICLE 28 - JOB CLASSIFICATIONS

28.01 The Employer agrees to draw up Job Descriptions for all positions listed in Schedule "A" and further agrees that existing classifications shall not be altered without prior discussion with the Union.

28.02 Where a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification, the Employer shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested by the Union within fifteen (15) calendar days of the Union being so notified, the Employer shall meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, provided any such meeting shall not delay the implementation of the new or substantially changed classification and

rate of pay. Where the Union challenges the rate established by the Employer and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this Collective Agreement. It is understood that unless otherwise required as a result of the Pay Equity Act, any Arbitration Board shall be limited to establishing an appropriate rate of pay based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification. The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

28.03 The Employer shall give the Union ninety (90) days advance notice of any planned technological change which would affect wage rates or working conditions and will, if requested, discuss such change with the Union.

ARTICLE 29 - HEALTH AND SAFETY

29.01 The Employer and the Union shall establish a joint Health and Safety Committee in accordance with the provisions of the Occupational Health and Safety Act for Ontario.

29.02 The Union and the Employer shall cooperate in continuing and perfecting operations which will afford adequate protection for all employees and residents.

29.03 The Joint Health and Safety Committee shall hold meetings every three (3) months.

Such meetings shall take place at times mutually agreeable to both parties except in cases of emergency.

29.04 An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without reduction from sick leave, unless a Doctor states that the employee is fit for further work on that shift.

29.05 All union employees shall be covered by the Workers' Safety and Insurance Act.

ARTICLE 30 - RETROACTIVE PAYMENT

30.01 Salary increases and adjustments shall be retroactive to all employees in the bargaining unit as of the effective date of this Collective Agreement. Any employees who have been hired since that date shall be entitled to a pro rata increase from the date of employment.

30.02 Any employee as of the effective date of this Collective Agreement who have since ceased to be employees shall have a period of thirty (30) days from the date of notification by the Employer to claim from the Employer any adjustment to the

wage rate due to them as a result of this Agreement. The Employer will notify such employees by letter to their last known address and provide a list of names of such employees together with their last known address to the Union.

30.03 Retroactive payments shall be made in full to all eligible employees within 30 days of notification to the Employer of acceptance of the Memorandum of Settlement or within 30 days of the issuance of the Interest Arbitration Award, whichever is applicable. Such payments shall be issued on a separate cheque.

ARTICLE 31 - TERM OF AGREEMENT

31.01 This Agreement shall be binding and remain in effect for a period of **thirty-six (36)** months from January 1, **2023** to December 31, **2025** and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

31.02 This Agreement may be amended by the parties by mutual agreement at any time during the existence of this Agreement.

Dated at St. Catharines, Ontario this 22nd day of August 2024.

WESTHILLS CARE CENTRE INC.

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263

Donna Spasic

Donna Spasic (Aug 22, 2024 17:21 EDT)

Cathy Pirson

Cathy Pirson (Aug 22, 2024 14:52 EDT)

Linda D'Addario

Linda D'Addario (Aug 22, 2024 14:36 EDT)

Rosemarie Cruz

Rosemarie Cruz (Aug 22, 2024 22:01 EDT)

Loretta Barber

Loretta Barber (Aug 22, 2024 17:00 EDT)

SCHEDULE "A" - WAGES

		1 JAN 2022 3%	1 JAN 2023 3%	1 JAN 2024 3.5%	1 JAN 2025 3.5%
RPN	Start	\$27.31	\$28.13	\$30.67	\$31.74
	1875 hrs.	\$27.65	\$28.48	\$31.03	\$32.12
	3750 hrs.	\$29.61	\$30.50	\$33.12	\$34.28
PSW	Start	\$22.57	\$26.34	\$27.26	\$28.21
	1875 hrs.	\$23.32	\$27.11	\$28.06	\$29.04
	3750 hrs.	\$23.91	\$27.72	\$28.69	\$29.69
Cooks	Start	\$23.22	\$23.92	\$24.75	\$25.62
	1875 hrs.	\$23.75	\$24.46	\$25.32	\$26.20
	3750 hrs.	\$24.64	\$25.38	\$26.27	\$27.19
Dietary Aides	Start	\$22.04	\$22.70	\$23.49	\$24.32
	1875 hrs.	\$22.75	\$23.43	\$24.25	\$25.10
	3750 hrs.	\$23.38	\$24.08	\$24.92	\$25.79
Housekeeping/ Laundry Aides	Start	\$22.04	\$22.70	\$23.49	\$24.32
	1875 hrs.	\$22.75	\$23.43	\$24.25	\$25.10
	3750 hrs.	\$23.38	\$24.08	\$24.92	\$25.79
Part-time and Casual employees shall receive, in addition to the wage set out above, an amount equal to twelve percent (12%) in lieu of benefits included in Articles 24.01, 24.02, 25.01, 25.02, 25.03 of their regular straight time hourly rate for all hours worked.					
\$1.50 RPN Adjustment Effective the date of ratification. \$3.00 P.W.E. effective on the wage grid January 1, 2023 for PSW.					

LETTER OF UNDERSTANDING

Between:

Westhills Care Centre Inc.

And:

The Canadian Union of Public Employees and it's Local 1263

RE: SCHEDULING EXPERIMENT

Notwithstanding Article 17.03 (c), of the existing collective agreement the parties hereby agree to the following:

The hours and days of work as outlined in 17.03 (c) for each employee shall be posted at least 8 days in advance of the end of the current master schedule.

This Letter of Understanding and Scheduling experiment will be effective the date of ratification of this Collective agreement by both parties and will continue for the period of six (6) months at which time both parties will meet to determine if this is a workable and acceptable scheduling practice for both the Employer and the Union. Without agreement from both parties the employer and the union agree to schedule according to Article 17 and specifically to the original language and scheduling of 17.03 (c)

Dated at St. Catharines, Ontario this 22nd day of August 2024.

WESTHILLS CARE CENTRE INC.

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263

Donna Spasic
Donna Spasic (Aug 22, 2024 17:21 EDT)

Cathy Pirson
Cathy Pirson (Aug 22, 2024 16:52 EDT)

Linda D'Addario
Linda D'Addario (Aug 22, 2024 16:36 EDT)

Boesman, Cruz
Boesman, Cruz (Aug 22, 2024 22:01 EDT)

Loreta Barber
Loreta Barber (Aug 22, 2024 17:00 EDT)

LETTER OF UNDERSTANDING

Between:

Westhills Care Centre Inc.

And:

The Canadian Union of Public Employees and it's Local 1263

RE: RECOGNITION OF PREVIOUS EXPERIENCE – RPN'S ONLY

- 1. The Employer will recognize recent related RPN experience in a Long Term Care setting on a basis of one (1) annual increment for each one (1) year of service up to the maximum on the grid.**
- 2. Part-time service shall be recognized on the basis of eighteen (1800) hours paid in previous employment equals one (1) year of service.**
- 3. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If they fail to make a claim in the specified time period or fails to provide reasonable proof of recent related experiences, they shall not be entitled to recognition.**
- 4. Recent related Long Term Care experience include recent related RPN experience in the province of Ontario.**
- 5. Within ninety (90) days of the signing of this Letter of Understanding, any current Employee eligible for application of Recent Related Long Term Care Experience, shall provide the Employer with reasonable proof of the Employee's nursing service as described in paragraph 1 and 2 above. An Employee who requires further time to obtain reasonable proof shall, withing the ninety (90) days above, provide the Employer with written notice of their efforts, in which case the Employer shall provide a reasonable extension of time for providing such proof.**

Dated at St. Catharines, Ontario this 22nd day of August 2024.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

Cathy Pirson
Cathy Pirson (Aug 22, 2024 14:52 EDT)

Donna Spasic
Donna Spasic (Aug 22, 2024 17:21 EDT)

LETTER OF UNDERSTANDING

Between:

Westhills Care Centre Inc.

And:

The Canadian Union of Public Employees and it's Local 1263

RE: ARTICLE 22 - VACATION

Notwithstanding Article 22.06 of the Collective Agreement, the parties agree to the following:

Part-Time employees will be paid on a bi-weekly basis and the amount of vacation pay will be separately identified on the pay stub.

The Letter of Understanding will be effective on a Trial period basis commencing on July 05, 2024 to January 2, 2025, for the period of six (6) months at which time a vote will be held for Part-time members of the Local to continue or cease this practice. The vote will be taken on January 3, 2025, to be held by the Union.

Without agreement by both parties, the Employer and the Union agree to pay according to Article 22 and specifically the original language of Article 22.06.

Dated at St. Catharines, Ontario this 22nd day of August 2024.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

Cathy Pirson

Cathy Pirson (Aug 22, 2024 14:52 EDT)

Donna Spasic

Donna Spasic (Aug 22, 2024 17:21 EDT)

Linda D'Addario

Linda D'Addario (Aug 22, 2024 14:36 EDT)

Rosemarie Cruz

Rosemarie Cruz (Aug 22, 2024 22:01 EDT)

Loretta Barber

Loretta Barber (Aug 22, 2024 17:30 EDT)