

COLLECTIVE AGREEMENT

BETWEEN

**THE WALFORD RETIREMENT RESIDENCE -
TIMMINS**

(hereinafter called "The Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3127-4**

(hereinafter called "The Union")

Effective Date:

April 1st, 2024, to March 31st, 2028

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

1. To foster and maintain relations between the Employer and the Union which provide settled and just conditions of employment.
2. To promote the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
3. To encourage efficiency in operations to ensure the best possible care for the residents of the facility.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by Employees;
- b) To hire, classify, direct, promote, demoted, transfer, discipline, suspend and discharge Employees; and to increase and decrease working forces, provided that a claim of discriminatory classifications, promotion, demotion, discipline or suspension, or a claim by any Employee who has completed their probationary period that they have been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- c) Generally to manage the Residence and, without restricting the generality of the foregoing, to determine the services to be rendered, the methods, the work procedures, the kind and locations of machines, tools, instruments, and equipment to be used, to select, control and direct the use of all materials required in the operation of the Residence, to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Residents, employees and the public.

ARTICLE 3 - RECOGNITION

3.01 The employer hereby recognizes the Canadian Union of Public Employees as the sole and exclusive Bargaining agent for all employees of The Walford, Timmins in the city of Timmins, Ontario, save and except, Administrator, Administrative Assistant, Activity Coordinator, Director of Care, supervisors and persons above the rank of supervisors.

3.02 NO OTHER AGREEMENT

No employee in the bargaining unit 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 the Collective Agreement.

3.03 UNION REPRESENTATION

No employee or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper written authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards in writing. The Employer will also supply the Union with a list of managerial personnel with whom the Union may be required to transact business.

3.04 DEFINITION

- a) **A FULL-TIME EMPLOYEE** is an employee who is regularly scheduled for more than twenty-four (24) hours per week.
- b)i) **A REGULAR PART-TIME EMPLOYEE** is an employee who is regularly scheduled for twenty-four (24) hours or less per week.
- ii) **AN UNSCHEDULED PART-TIME EMPLOYEE** is an employee who is not regularly scheduled.
- c) **A PROBATIONARY EMPLOYEE** is defined as an employee who has not completed their probationary period as defined in Article 12.02 and has not gained seniority.
- d) **TEMPORARY EMPLOYEES:**
An Employee may be hired for a specific term not to exceed twelve (12) months, to replace an employee who will be on approved leave of absence, absence due to Workplace Safety and Insurance Benefits disability, sick leave, long-term disability, vacation or to perform a special non-recurring task. In cases of pregnancy and parental leaves, such period of employment may be for twelve (12) but in other cases the six months remains.

This term may be extended a further six (6) months upon mutual agreement with the Local Vice-President of the Union, the Employee and the Employer, which will not be unreasonably denied. The period of employment of such persons will not exceed the absentee's leave. The temporary employee shall be entitled to all rights and benefits (excluding articles 12, 13, 17, 20, 21 and 23) under the Collective Agreement except that the release or discharge of such Employee shall not be the subject of a grievance or arbitration process.

The temporary employee shall not accumulate seniority however, it is understood that this clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probation period will be credited with the appropriate seniority. The Employer will outline to employees selected to fill such temporary vacancies and the Union the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

3.05 This Collective Agreement is fully applicable to all employees unless otherwise specified.

3.06 **WORK OF THE BARGAINING UNIT**

The Employer shall not assign work of the bargaining unit to persons whose jobs paid or unpaid are not in the bargaining unit except for the purposes of instruction, experimentation, emergency situations, when regular employees are not reasonably available; and provided that the performing of the work in itself does not reduce the regular hours of work or pay of full-time or regular part-time employees.

3.07 **NO CONTRACTING OUT**

The Employer shall not contract out work of the bargaining unit if as a direct result of such contracting out a layoff or a reduction of the regularly scheduled hours of work occurs for permanent employees in the bargaining unit.

Agency Staff

The use of agency staff is to be limited to ad hoc single shift coverage of vacancies due to illness or leaves of absence. Any other usage of agency staff requires Union's written approval.

3.08 **RIGHT TO REPRESENTATIVE OF CANADIAN UNION OF PUBLIC EMPLOYEES**

The union shall have the right to have the assistance of a Representative of the Canadian Union of Public Employees for the purposes of negotiations, grievances and any other matters pertaining to bargaining rights of the employees under this Collective Agreement or under the law of Ontario.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01** 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.
- 4.02** The definition of the terms "lockout" and "strike" as used in Article 4.01 above, shall be in accordance with the Labour Relations Act.

ARTICLE 5 - NO DISCRIMINATION

5.01 (a) The current grounds for discrimination are: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability. Every employee has a right to freedom from harassment. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to unwelcome. Every employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by **their** employer or agent of the employer or by another employee. Cases of alleged harassment shall be eligible to be the subject of a grievance. Where the **alleged harasser** is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

5.01 (b) UNION ACTIVITY

There shall be no union activity on the premises of The Walford without permission of the Administrator or designate. Such permission shall not be unreasonably denied.

5.01 (c) LABOUR LEGISLATION

Any claim by an employee or the Union pertaining to a violation of applicable Labour Legislation may be the subject of a grievance which shall be processed in accordance with the Grievance/Arbitration procedure.

5.02 UNION MEMBERSHIP

The Employer and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives with respect to any employee because of **the employee's** membership or non-membership in the Union or because of **the employee's** activity or non-activity in the Union.

5.03 a) The Employer and the Union are committed to providing a positive environment for staff free from discrimination and harassment as prohibited under, and within the meaning of, the Ontario Human Rights Code.

b) The Employer and the Union are committed to providing a positive environment for employees free from bullying and harassment. Depending upon the circumstances, bullying may be a form of harassment or discrimination prohibited under the Ontario Human Rights Code or a form of workplace harassment or workplace violence under the Occupational Health and Safety Act (Bill 168 “Workplace Violence and Harassment”).

5.04 Where a bargaining unit member complains of discrimination or harassment under the *Ontario Human Rights Code*, or bullying, or workplace harassment or workplace violence as defined in 5.01;

i) The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union representative. Should the complainant not be satisfied with the Employer’s response she is entitled to file a grievance under the terms of this Collective Agreement.

ii) It is understood that in the circumstances of the workplace violence, the Employer may need to take immediate action and intervention for the protection of the complainant, other employees and residents prior to commencing the joint investigation with the Union. If the investigation is a joint investigation with the union then the union must make a representative available to facilitate such investigation in a timely manner

ARTICLE 6 - DEDUCTION OF UNION DUES

6.01 All Employees covered by this Agreement will be required to pay any dues or initiation fees levied in accordance with the Union Constitution and By-laws. Such deductions will be made bi-weekly as per the pay period.

6.02 The Union agrees that it will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are applicable to other members of the union.

6.03 DEDUCTION OF UNION DUES

The Employer shall deduct from every employee, any dues, initiation fees or assessments levied in accordance with the Union Constitution and Bylaws. The Union will submit in writing, the Union dues structure to be deducted from Employees. The Union shall give the Employer thirty (30) days written notice of any changes of dues, fees or assessments.

6.04 DUES REMITTANCE

Dues deduction shall be made monthly and such deductions shall be mailed to the Secretary Treasurer of the National Union not later than the 15th of the following month, together with an itemized list of employees, (including their classification and hourly rate and the number of hours worked for the period) for whom the deductions are made and the amount checked off for each.

6.05 DUES RECEIPT

At the same time that income tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each union member in the previous year.

6.06 POTENTIAL EMPLOYEES

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.

6.07 INDEMNITY

In consideration of the deducting and forwarding of Union Dues by the Employer, the Union agree to indemnify and save harmless the Employer against any claims or liabilities arising there from.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the President of the local union.

7.02 The Employer acknowledges the right of the Union to appoint or otherwise select Stewards and Committee Members. The Union shall advise the Employer in writing of the Personnel serving on these Committees and as Stewards, and the Employer shall only deal with those thus named.

7.03 Bulletin Board

A bulletin board shall be available to the Union for the posting of union notices. The bulletin board shall be in a location readily accessible to all employees.

ARTICLE 8 - GRIEVANCE COMMITTEE AND STEWARDS

8.01 The Employer agrees that the Union can appoint or otherwise select two (2) vice-presidents/stewards. One of which shall be the Chief Steward. The Employer shall not be required to meet with more than one (1) vice-president/steward at any one time.

8.02 COOPERATION OF THE EMPLOYER

The Employer undertakes to instruct all members of its administrative supervisory staff to cooperate with the vice-president/stewards in the carrying out of the terms and requirements of this Agreement.

8.03 COOPERATION OF THE UNION

The Union undertakes to secure from its officers, vice-president/stewards and members their cooperation with the Employer and with all persons representing the Employer in an administrative supervisory capacity in carrying out the terms and requirements of this Agreement.

8.04 PERMISSION TO LEAVE WORK

The Union recognizes that each vice-president/steward is employed by the Employer and that **the employee** will not leave their work during working hours except to perform **the employee's** duties under this agreement. Therefore, no vice-president/steward shall leave **the employee's** work without the permission of **the employee's** supervisor, whose permission shall be given within an hour.

Such approval shall not be unreasonably denied. The vice-president/stewards will not suffer any loss of wages, seniority or benefits during such approved meeting(s) with the Employer or for short preparation time with the Employee concerned.

ARTICLE 9 - GRIEVANCE PROCEDURE

DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement. Prior to a formal complaint, the employee will discuss the matter with **the employee's** immediate Supervisor to determine if it can be resolved before further action is taken. The Supervisor shall render a response within three (3) working days. If no resolution has taken place, the employee may proceed to Step 1 of the grievance procedure.

9.01 Step #1

An employee shall have the right, accompanied by a Steward to have a written grievance filed on his/her behalf within seven (7) calendar days following the occurrence or when it ought to have reasonably come to the attention of the employee. The Administrator or designate shall reply to the grievance in writing within seven (7) calendar days following the receipt of the written grievance.

9.02 Step #2

Failing settlement at step # 1, the Union representative may, within fourteen (14) calendar days of the supervisor's reply, request a meeting between the parties. The Administrator shall reply in writing within seven (7) calendar days after the decision has been given at Step # 2. Failing settlement at Step # 2, the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within fourteen (14) calendar days after the decision has been given at Step # 2.

9.03 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, Step 1 of the Grievance Procedure may be by-passed.

9.04 TIME LIMITS

Time limits for the grievance and or arbitration procedure may at any time be extended by written agreement between the Employer and the Union.

ARTICLE - 10 ARBITRATION

10.01 Failing settlement of the grievance in Step 2 of the Grievance procedure, the Union shall notify the Employer in writing of its intention to proceed to Arbitration within fourteen (14) calendar days of the receipt of the Employer's written reply at Step 2 and at the same time name its nominee.

Within a further fourteen (14) calendar days the Employer shall advise the Union of the name of its nominee in writing.

Should the two nominees be unable to select a chairperson to the Board of Arbitration within fourteen (14) calendar days then either party may request the Minister of Labour of the Province of Ontario to nominate a person to act as Chairperson at any time thereafter.

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

10.03 Each of the parties hereto shall bear the expenses of their representative appointed on its behalf and the parties hereto shall jointly bear the expense of the chairperson of the Board of Arbitration.

- 10.04** The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this Agreement. In the event there is no majority decision, the decision of the chairperson shall govern.
- 10.05** Notwithstanding the arbitration procedure outlined above, a grievance after the second step in the grievance procedure may be referred to the Ontario Labour Relations Act for appointment of a sole arbitrator.
- 10.06** **If both parties agree, a mutually agreed upon mediator may be used prior to scheduling an Arbitration.**

ARTICLE 11 - SUSPENSION OR DISCHARGE

- 11.01** Every employee shall be notified of the name of his/her immediate supervisor.
- 11.02** A claim by an employee who has completed her probationary period that **the employee** has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator at Step #2 of the grievance procedure within seven (7) calendar days after the employee is made aware of the suspension or discharge. It is understood that a lesser standard of just cause may apply to probationary employees than to seniority employees in matters of discipline and or dismissal.

11.03 RIGHT TO UNION REPRESENTATION

When an Employee is being formally disciplined by the Employer (ie. Verbal warning, written warning, suspension or dismissal), such Employee shall be advised of her right to have a vice-president/steward present at such disciplinary meeting. The Employer will disclose the purpose of the meeting at the same time that the employee is advised of the right to have a vice-president/steward present. If the employee agrees, a copy of the disciplinary letter will be given to the President of the Local.

11.04 CLEARING OF RECORD

Any letter of reprimand or suspension will be removed from the employee's file twelve (12) months from the date of such letter, provided that there have been no other related infractions. Any discipline for harassment, violence and or resident abuse shall not be removed from the employee's file unless the basis of the allegation was determined to be unfounded through the grievance procedure at which time the letters and or documents relating to the incident shall be revoked.

11.05 ACCESS TO PERSONNEL FILE

An employee shall have the right to have access to his/her personnel file at a mutually agreed upon time with the Employer. An employee shall have the right to a copy of any document contained in her personnel file, provided **the employee** bears the cost of the copying.

The Employer will provide day, time of access within 7 days of receiving the request.

ARTICLE 12 – SENIORITY

12.01 DEFINITION OF SENIORITY

Seniority is defined as the length of service with the Employer from the last date of hire and shall operate on a bargaining unit wide basis. Seniority and service for all part-time employees will be calculated at eighteen hundred (1800) hours equals one (1) year. The full-time length of service and part-time number of hours will be the basis for converting seniority and service if an employee changes status.

12.02 PROBATIONARY PERIOD

A newly hired employee shall be on probation for 450 working hours, from the last date of hire. The probationary period may be extended by written mutual agreement between the Parties.

12.03 THE PURPOSE OF PROBATIONARY PERIOD

The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and qualities to become a reliable, competent employee and for the employee to determine whether the position is to his/her liking.

12.04 SENIORITY TERMINATED

An employee's seniority and all benefits and seniority rights shall cease and the employee shall be deemed to be terminated if an employee:

- a) Voluntarily quits;
- b) Is discharged and such discharge is not reversed through the grievance and/or arbitration procedure;
- c) Fails to return to work within seven (7) calendar days following notice of recall from layoff after being notified by registered mail to do so;
- d) Is absent for more than two (2) working days without notifying the Employer unless such notification was not reasonably possible;

- e) Is laid off for a continuous period of more than twenty-four (24) months.
- f) Utilizes a leave for other than the purpose it was approved.

12.05 SENIORITY LISTS

A seniority list will be prepared by the employer showing the employee's name, status, classification and date of hire. An up-to-date seniority list shall be sent to the union and posted on the bulletin board by May 1st and November 1st of each year.

If two or more employees commence work on the same day, their position on the seniority list shall be in order of the first shift worked, ie. Days, evenings or nights.

12.06 EFFECT OF ABSENCE

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.

12.06 EFFECT OF ABSENCE CONT.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for purposes of salary increment, vacation, sick leave or any other benefits under any provision of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employees anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he or she is participating for the period of the absence except that the Employer will continue to pay its share of the premiums for the period required by law for employees in receipt of WSIB benefits.

Notwithstanding this provision, service shall accrue for the period required by law if an employee's absence is due to a disability resulting in WSIB benefits.

It is further understood that during such an unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of the absence. Notwithstanding this provision, seniority shall accrue if an employee's absence is due to a disability or illness.

ARTICLE 13 - LAYOFF AND RECALL

13.01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of a full-time or regular part-time employee.

13.02 NOTICE OF LAYOFF

In the event of a proposed lay off of a permanent or long-term nature or the proposed elimination of a position within the bargaining unit, the employer shall:

- 1) Provide the Union with no less than four (4) weeks written notice of the proposed layoff or elimination of the position;
- 2) Provide to affected employee(s) if any, notice in accordance to the ESA as amended.

13.03 LAYOFF

In the event of layoff, the employer shall lay off employees in the reverse order of their seniority within their classification.

An employee who is subject to layoff shall have the right to:

- i) Accept the layoff; or
- ii) Retire, (if eligible); or
- iii) Displace another employee with lesser bargaining unit seniority provided the employee displacing has the ability to meet the normal requirements of the job and is qualified without training other than orientation to perform the work. Such procedure shall continue until the least senior employee in the bargaining unit is laid off.

An employee who chooses to exercise his or her seniority rights shall advise the Employer of his or her specific intention within forty-eight (48) hours of receiving the notice of layoff, unless extended upon mutual agreement of the Parties.

At the time of layoff, an up-to-date seniority list will be provided to the Union.

13.04 RECALL

No new employee shall be hired until those laid off have been given an opportunity of recall on the basis of seniority provided he or she is able to meet the normal requirements of the job (without training other than orientation).

The employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the employer (which notification shall be deemed to be received on the third (3rd) calendar day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the employer.

13.05 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to two (2) or more part-time employees.

13.06 **CONTINUATION OF BENEFITS WHILE ON LAYOFF**

In the event of a layoff of an employee the Employer shall pay its share of insured benefit premiums for the duration of the notice period provided for in Article 13.02.

ARTICLE 14 - JOB POSTINGS AND VACANCIES

14.01 **POSTING OF VACANCIES AND POSITIONS**

When a vacancy occurs or a new position is created in the bargaining unit, such shall be posted for a period of seven (7) calendar days during which time employees will have the opportunity to apply. The most senior applicant able to meet the normal requirements of the position will be awarded the posting.

14.02 **TEMPORARY VACANCIES**

A temporary vacancy which is expected to last two (2) months or longer will be posted and filled in accordance with Article 14.01. The Employer will outline to the Employee selected to fill the temporary vacancy, the anticipated conditions and duration of such vacancy. Upon the return of the Employee from his/her absence, the Employee occupying the temporary vacancy shall have the right to return to his/her former position; if the employee's former position no longer exists then the employee shall have the right to exercise his/her seniority.

Temporary vacancies of less than two months shall be filled at the discretion of the Employer. Such decision shall not be done in an arbitrary or discriminatory fashion.

In temporary vacancies, the successful applicant must complete the temporary vacancy prior to bidding on any other temporary postings. It is understood that they maintain the right to bid on any permanent positions.

There shall be no more than one (1) subsequent posting as a result of the initial temporary posting.

14.03 **INFORMATION ON JOB POSTINGS**

When a vacancy occurs in accordance with the collective agreement, the Employer will include on the posting an indication to whether the vacancy is full-time, regular part-time, unscheduled part-time or temporary and the classification which is vacant.

14.04 NOTIFICATION AND TRIAL PERIOD

The successful applicant to a permanent posting will be given a trial period of one month during which time they shall receive the necessary orientation for the position.

Such position shall become permanent after the trial period unless the Employer feels that the employee is not suitable for the position and it is required that he/she returns to his/her former position. If the employee involved feels that he/she is not suitable for the position, he/she may exercise the right to return to his/her former position within the one month trial period.

14.05 SUCCESSFUL APPLICANT

The Employer will post the name of the successful applicant within fourteen (14) calendar days of the position being filled.

14.06 TRANSFER TO NON-BARGAINING UNIT POSITION

No employee shall be transferred to a non-bargaining unit position without his/her consent. If an employee permanently transfers to a non-bargaining unit position, he/she shall retain his/her seniority accumulated to the time of leaving and retains the right to return to the bargaining unit for a period of one (1) month. After the period of one month the employee forfeits the right to return to the bargaining unit.

14.07 UNION NOTIFICATION

The Employer agrees to keep the Union advised of specific changes in status with regard to new employees; employees who are to be laid off or recalled, or employees who have been discharged.

14.08 Full-Time Preference

In the posting of any vacancies, the Employer will give preference to the designation of full-time positions over part-time positions.

ARTICLE - 15 HOURS OF WORK

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

The normal hours of work for a full-time employee may be:

- Seven and one-half (7.5) hours plus an unpaid thirty (30) minute meal period
- Eleven and one-half (11.5) hours plus an unpaid thirty (30) minute meal period

Nursing

- Eight hours (8) with a paid thirty (30) minute meal period
- Twelve (12) hours with a paid thirty (30) minute meal period

The Employer will provide advance notice of at least four weeks to the Union and the effected employee(s) when there is a change from a seven and one-half hour/eight hour to eleven and one-half hours/twelve hours, and vice versa.

It is understood that these employees have the right to leave the premises during such unpaid meal period, after first advising the Employer of such intention.

It is understood that the above normal hours of work does not restrict **schedules** of less than the normal hours of work.

The parties may mutually agree to a change in normal hours for temporary periods due to operational requirements.

15.02 No employee shall work more than six (6) consecutive days with two consecutive days off, except by mutual agreement between the Employee and the Employer. This requirement may be waived between December 1st and January 15th of each year in order to allow for more time off at Christmas or New Years.

15.03 WORK SCHEDULE

Work schedules will be posted two (2) weeks in advance and for a period of at least four (4) weeks. The employer will arrange schedules for full-time employees so as to provide for every second (2nd) weekend off, unless not practical for operational requirements.

A copy of the schedule will be forwarded to the local Vice-President of the Union.

The Employer shall arrange shift schedules such that part-time employees will receive on (1) weekend off in three (3).

By mutual agreement between the Employer and the employee, an employee may be scheduled to work additional weekends. There shall be no split shifts. When completing the work schedule for posting, the Employer will pre-schedule full-time employees for their normal full-time hours prior to pre-scheduling part-time employees providing there is enough work.

Once the schedule is posted it will not be changed without 48 hours notice to the affected employee, all posted scheduled will be amended to reflect the change.

15.04 REST PERIODS

There shall be two (2) fifteen (15) minute breaks with pay for all employees during each shift of more than seven (7) hours at times designated by the Employer.

15.05 REST PERIODS FOR SHORT SHIFTS

Short shifts of more than four (4) hours but less than seven (7) hours shall receive one (1) fifteen-minute break with pay during the middle portion of such shift at a time designated by the Employer.

15.06 SHIFT EXCHANGE

Employees are expected to work the shifts they are scheduled. However, the Employer may approve exchange of shifts between Employees from time to time. If such exchange of shifts is approved it shall be in writing (dated and signed by the respective employees and supervisor) prior to the exchange, it shall not involve additional cost to the Employer, and the employees exchanging shifts must be immediately qualified and able to perform the work. The Employer will not unreasonably deny such shift exchange.

15.07 DISTRIBUTION OF SHIFTS

On the posted work schedule, shifts shall be distributed equally amongst regular part-time employees within each classification up to twenty-four (24) hours per week. Employees are expected to reasonably cooperate with the Employer when required to work more than twenty-four (24) hours per week. The Employer will distribute additional shifts as equitably as possible amongst regular part-time employees within each classification beginning with the order of seniority, on a rotating basis.

It is understood that regular part-time employees status shall not change to full-time by virtue of working more than three (3) shifts per week under this Article. Such does not eliminate the union's right to grieve or arbitrate an allegation that full-time positions ought to be created.

ARTICLE 16 - OVERTIME AND PREMIUMS

16.01 OVERTIME

Overtime at time and one half (1.5) the regular rate will be paid for all hours worked beyond the normal maximum daily and bi-weekly hours of work. Overtime premiums will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

Normal bi-weekly hours are either 75 hours for those working 7.5 hour shifts, 80 hours for those working 8 hour shifts, 80.5 hours for those working 11.5 hour shifts, or 84 hours for those working 12 hour shifts.

16.02 CALL BACK

A full-time employee who has been called back to work by the Employer outside his/her regular working hours shall be paid for a minimum of two (2) hours at overtime rates.

16.03 SEVENTH OR MORE CONSECUTIVE SHIFT

Subject to the mutual agreement language in 15.02, all work performed on the seventh or more consecutive shifts shall be paid at time and one half (1.5) the employee's regular rate of pay.

16.04 TWELVE HOURS BETWEEN SHIFTS

Failure to schedule at least twelve (12) hours between shifts shall result in payment of overtime at time and one half (1.5) the employee's regular rate of pay for all hours worked within such twelve (12) hour period, unless mutually agreed between the employee and the Employer.

16.05 REPORTING PAY

If an employee who is scheduled to work a four (4) or more hours shift reports for work and is notified that no work is available, he/she shall be paid a minimum of two (2) hours pay at his/her regular rate of pay.

16.06 SHIFT PREMIUM

Effective the first pay period following ratification, the Employer agrees to pay a shift premium of .50 cents per hour to employees when the majority of their hours worked are between the hours of 15:00 hours and 07:00 hours.

16.07 WEEKEND PREMIUM

Effective the first pay period following ratification, the Employer agrees to pay a weekend premium of an additional .40 cents per hour for all hours worked between Friday at 23:00 hours and Sunday at 23:00 hours. This premium shall be in addition to the regular shift premium.

ARTICLE 17 – VACATIONS

17.01 Employees will be granted vacation on the following basis:

<u>Years</u>	<u>Pay</u>	<u>Time off*</u>
Less than 1	4%	0
1-4 years	4%	2 weeks
5-9 years	6%	3 weeks
10-14 years	8%	4 weeks
15-19 years	10%	5 weeks
20 years and more	12%	6 weeks

Full-time employees shall receive vacation credits in accordance according to their hours of work (e.g. a full-time employee with 2-week entitlement who works 80 hours bi-weekly is entitled to 80 hours; a full-time employee with 2-week entitlement who work 72 hours bi-weekly is entitled to 72 hours). 1st come 1st served after the deadline.

*Part-time employees will be granted vacation time off in blocks of one week increments. For the purposes of this clause, eighteen hundred (1800) paid hours shall equal one (1) year of service. 1st come 1st served after the deadline.

The Employer will calculate each employee's vacation pay entitlement as of the cut-off date of December 31st of each year. Vacation pay will be calculated based on gross earnings and divided by the number of vacation day entitlement.

Gross earnings will be based on the previous years' taxable earnings excluding taxable benefits.

CLARITY NOTE:

The vacation time off an employee is required to take shall be limited to the vacation pay, with the understanding that the employee who is entitled to more vacation time off but does not have the vacation pay accumulated due to **the employee's** start date or the transition year from one threshold to another, may take the additional vacation time off without pay (e.g. an employee who is entitled to 3-weeks vacation time off but **due to the** transition from 2-week to 3-week shall be required to take 2-week vacation in that transition year, but may take the extra week without pay.)

17.02 A vacation list request shall be posted by March 1st of each year. Employees shall have until April 1st to make their vacation request. The approved vacation schedule shall be posted by May 1st of each year. The Employer shall decide if a replacement is needed during an employee's vacation, and if so, the Employer shall get the replacement.

The choice of vacation time shall be in accordance with seniority within each classification. Should an employee not request or identify his/her vacation choice by the April 1st deadline, the employee will be required to take their vacations in available time allocations, based on mutual agreement within that vacation year. If there is no mutual agreement or carry forward as per Article 17.04, then it will be scheduled at the Employer's discretion.

Vacation requests of one (1) week blocks shall take precedence over vacation requests for one (1) day increments during the schedule covering July 1st to Labour Day.

During the vacation selection process no employee will be entitled to more than two (2) weeks of vacation during prime-time until all employees have been able to get two (2) weeks. While the Employer will make every reasonable effort to grant the employee's vacation request, it is understood that the employer has final approval.

The Employer shall endeavor to provide that employees shall have off at least Christmas Eve, Christmas Day and Boxing Day or New Year's Eve, New Year's Day and January 2 off, alternating each year. There shall be a vacation blackout period for the schedules covering Christmas and New Year's period.

17.03 Where practical, an employee's schedule will not be adjusted for the purpose of receiving approved vacation. An employee may request vacation before or after a regular weekend off. An employee does not lose his or her weekend or days off because of his or her approved vacation.

17.04 BANKING VACATION CREDITS

An employee cannot carry forward any vacation unless specifically approved by the Employer for special circumstances and at the Employer's discretion.

ARTICLE 18 - PAID HOLIDAYS

18.01 (a)

All full-time employees who have completed their probationary period, the Employer shall recognize the following as paid holidays:

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

18.01 (b)

The Employer agrees to grant full-time employees two float days off with pay to be taken on a day mutually agreed upon between the Employer and the employee. It is understood that Article 18.03 does not apply. Paid regular straight-time hours without premiums based upon the hours the employee would have worked.

18.02 If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not yet a statutory holiday and which has not yet been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.

18.03 QUALIFIER

In order to qualify for any of the above holidays, full-time employees must meet the criteria as outlined in the Employment Standards Act.

18.04 HOLIDAY PAY

Full-time employees eligible for holiday pay shall be credited with pay computed at straight time for the holidays referred to above.

18.05 WORKING ON A HOLIDAY

All employees who qualify for holiday pay and who works on the holiday will receive pay at the rate of time and one-half (1 ½) the employee's regular rate for the work performed on such holiday in addition to the employee's holiday pay.

18.06 An employee who is not eligible or who is not qualified and who is required to work on any of the named holidays will receive pay at the rate of time and one half (1 ½) the employee's regular rate of pay for each hour worked.

18.07 Subject to clause 18.03, if a paid holiday is observed on a full-time employee's scheduled day off and the employee does not work on that day, the employee at his/her option may receive pay for the day or within the succeeding forty-five (45) day period, another day off with pay at a mutually agreeable time.

18.08 If a full-time employee qualifies for holiday pay and the holiday is observed during the full-time employee's vacation period, then on that day the full-time employee will be paid holiday pay instead of a vacation day being deducted from the employee's vacation bank.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 PAY DAYS

Wages, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement, shall be paid on a bi-weekly basis. Payday shall be on a Friday for all work performed in the two-week period commencing four (4) Sundays and ending two (2) Saturdays preceding the pay date.

19.02 RELIEVING IN A HIGHER CLASSIFICATION

When an employee is required by the Employer to relieve in a position of higher paying classification for a full shift or more, then such employee shall receive the rate of the higher classification for the full period of the relief.

19.03 RELIEVING IN A LOWER CLASSIFICATION

When an employee is required by the Employer to relieve in a position in a lower paying classification, then such employee shall maintain his or her regular rate of pay. This provision does not apply in a situation where an employee has agreed to work in more than one classification, such employee shall be paid the appropriate rate for the time spent in each classification.

ARTICLE 20 SICK LEAVE

20.01 SICK LEAVE

All full-time employees who have completed their probationary period shall be entitled to sick leave on the following basis:

1. Sick leave is for the sole purpose of protecting an employee in the event of legitimate illness rendering the employee unable to perform **his/her** work;
2. A full-time employee who has completed his/her probationary period will accumulate sick leave credits on the basis of **two (2) days for every month of service, up to 24 days per year. Sick leave days are not transferable from year to year.**
The Employer shall create a sick leave bank for all full-time employees and shall credit 24 sick days in that bank on January 1st of each year. Each sick day shall be equal to 8 hours, for example employees calling in sick on a 12-hour shift will be deducted 1.5 sick days from their bank.
Newly hired full-time employees, shall accrue sick leave credits on a prorated basis for the remainder of the year.
Effective April 1st, 2024, the employer will credit the 24 sick days for this year and will deduct the sick days used from January 1st of 2024.

3. An employee may not be paid for illness for sick time taken before or after a scheduled vacation, leave of absence, designated holiday or scheduled day off, unless a doctor's certificate is provided;
4. An employee who is injured and receiving payments from WSIB will not be paid for illness by the Employer
5. An employee shall notify the Employer of sickness at least two (2) hours prior to the commencement of **his/her** day shift, and at least four (4) hours before the commencement of the evening and night shift, unless impossible.
6. An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days and or on the third and consecutive illness in a calendar year, certifying that the employee was unable to carry out her duties due to illness.
Where an employee has been identified as having a pattern of absence or excessive absence the Employer may require a medical certificate for future illnesses of any length.
7. An employee who is approved for sick leave payment and who has sick leave credits will be paid for sick leave on the basis of the regular hours they would have worked.
8. Once a year, if requested by the employee, the Employer will provide the employee with an update of his/her banked sick leave credits.
9. Where the Employer requires a medical certificate from a qualified medical practitioner, and he/she charges for such certificate outside of OHIP, the Employer shall pay the cost of such a certificate to a maximum of twenty-five dollars (\$25.00) per note.

ARTICLE 21 - LEAVES OF ABSENCES

21.01 a) UNION LEAVE

The Employer may grant leave of absence without pay but without loss of seniority to one (1) employee at a time for the purpose of attending Union conventions or educational seminars. Such leave must be applied for in writing at least fourteen (14) calendar days in advance and that the total number of leave days per calendar year shall not exceed fifteen (15) days. The approval of such leave shall not be unreasonably denied.

21.01 b)

For administrative ease, the Employer shall continue to pay wages, benefits and pension at regular rate or regular scheduled hours and invoice the Local for reimbursement.

21.02 FULL-TIME POSITION WITH THE UNION

An employee promoted to a position with the National Union (Canadian Union of Public Employees) shall be granted an unpaid leave of absence for one year. Such leave may be renewed annually upon request of the employee.

21.03 PREGNANCY / PARENTAL LEAVE

Sub-Plan

An employee who is on pregnancy and/or parental leave as provided under this agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

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

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

- (ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of **the employee's** intention

to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that **the employee** is able to resume their work.
Additional leave of absence may be taken under 21.03(h) Parental Leave.

- (b) An employee who does not apply for leave of absence under 21.03 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.03 a) i) upon providing the Employer, before the expiry of two (2) weeks after **the employee** ceased to work, with a certificate of a legally qualified medical practitioner stating that **the employee** was not able to perform the duties of their employment because of a medical condition arising from **the employee's** pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of the delivery.
- (c) An employee who intends to resume **their** employment on the expiration of the leave of absence granted to **the employee** 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 **the employee's** shift was designated.

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

- (d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, **the Employer** shall upon resumption of operations, reinstate the employee to **their** employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 21.03c).
- (e) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- (f) 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.
- (g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

Parental Leave

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

- (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (iii) Parental leave must begin within **seventy-eight (78)** weeks of the birth of the child or within **seventy-eight (78)** weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if **the employee** did not.
- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

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

- (v) For the purposes of Parental Leave the provisions under 21.03 a), c), d), e), g) and g) shall also apply.

Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

21.04 BEREAVEMENT LEAVE

- a) **An employee who has completed probation shall be granted a maximum of three working days leave of absence with pay in the event of the death of their sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent.**
- b) **An employee who has completed probation shall be granted a maximum of five (5) working days leave of absence with pay in the event of the death of their parent, child or spouse, common-law spouse (provided they meet the legal definition) and step-child (under the care and control of the parent)**
- c) **The Manager may consider a request for an unpaid extension of a period of bereavement leave.**
- d) **Pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days from the date of death to the day following the funeral. Employees, upon written request to the Employer, may save one bereavement leave day for a spring interment.**

21.05 JURY/WITNESS DUTY

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or is required by subpoena to act as a witness for the Crown and for the Employer in a court of law. The Employer shall pay such an employee the difference between the normal earnings and the payment received for jury service or as a court witness excluding payment for traveling, meals or other expenses to a maximum of one (1) calendar week. The employee will cooperate with the employer and provide proof of service and the amount of pay received. It is the employee's responsibility to come in to work on the days the employee is not actually required for jury duty or to be present in court as a witness for the Crown and for the Employer.

21.06 UPGRADING

If an employee is required by the Employer to upgrade **their** present qualifications for their present classification, then such employee shall be entitled to a leave of absence without pay. The Employer will reimburse any fee charged for the course, provided that the employee successfully completes the course, but not any other travel, meals, or accommodation, or other expenses.

The Employer will not unreasonably deny a request for an unpaid leave of absence for the purpose of writing examinations, provided the employee provides reasonable notice and particulars.

21.07 PERSONAL LEAVE

The Employer may grant in writing, a request for a leave of absence without pay for personal reasons provided that they receive at least one [1] month's notice in writing unless impossible, and such permission shall not be unreasonably refused having regard to the efficient operation of the Residence.

Applicants, when applying, must indicate the reason, the date of departure, and the date of return.

It is understood that seniority shall not accumulate during a leave of absence in excess of thirty [30] days. It is also understood that all benefits will cease to be paid if the leave is in excess of thirty [30] days.

ARTICLE 22 - UNION COMMITTEES AND STEWARDS

22.01 STEWARDS AND COMMITTEE MEMBERS

The employer acknowledges the right of the Union to **appoint** or otherwise select vice-president/steward and Committee members. The Union shall advise the employer in writing of the names of the vice-president/steward and committee members and the employer will only deal with those thus named.

22.02 NEGOTIATING COMMITTEE

The employer agrees that the Union can appoint or otherwise select two (2) negotiating committee members with no more than one member from a department. Negotiation committee members will not suffer loss of regular pay, seniority, or service for meetings in negotiations up to but not including arbitration.

22.03 LABOUR MANAGEMENT COMMITTEE

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a labour management committee meeting the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters properly the subject of a grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work will not lose regular earnings as a result of such attendance.

22.04 HEALTH AND SAFETY COMMITTEE

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the facility to prevent accident, injury and illness. The Employer agrees to form a Joint Health and Safety Committee in accordance with existing Health and Safety Legislation in Ontario, with equal representation.

The Employer agrees to accept as a member of its Accident Prevention-Health and Safety Committee at least one representative elected or appointed by the Union from amongst bargaining unit employees.

Such Committee shall identify employee related potential dangers and hazards; institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

Meetings shall be every third (3rd) month in accordance with the Health and Safety guidelines, or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review prior to the next scheduled meeting.

A quorum for carrying out business shall be 50% each from the management and worker groups. Any representative attending such meetings or attending to duties as required by the act shall not lose regular pay, seniority or service. The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 23 - BENEFITS

The Benefit year shall be from January 1- December 31. All full-time employees will be enrolled in the benefit plans. It is understood that enrolment in the plan is mandatory for all full-time employees effective the first of the month upon completion of their probationary period.

Effective January 2014, the Employer will pay 75% (with the exception of the Dental Plan) the billed premium rate of the following plans and the plan will provide coverage for the employees, their spouse and or their dependants. Effective 2nd month after ratification/award, the Employer will pay 60% of the billed premium.

Effective January 2014, Life AD&D - 2x salary and AD&D to a maximum of \$70,000.00, spousal coverage at \$2500.00 and dependants at \$1500.00.

Benefits will terminate at retirement/termination at this time retiring employees will have the option to continue coverage provided that they make self-payments separate from the plan. No semi private coverage.

Benefits will no longer terminate when an employee reaches the age of sixty-five (65), provided the employee continues to be employed.

The Employer will pay 50% of the premiums of the Blue Cross Dental #9 or its equivalent, based on the current ODA fee schedule as amended from time to time with a one-year lag.

Effective April 1st, 2021, the Employer will contribute \$350.00 towards hearing (lifetime) and \$300.00 towards orthopedic.

Master Policy

Upon request, the Union shall be provided with a current copy of the Master policy of all insured benefits. It is understood that the Employer may at any time substitute another carrier for any Plan (with the exception of OHIP) provided the benefits conferred thereby are equal or superior. Before making such a substitution, the Employer shall notify the Union to explain the proposed changes.

Upon request, by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

Effective January 1st, 2024, vision coverage at \$400.00 every 24 months for employee spouse and eligible dependant and may include the cost of an eye examination. The Employer may self direct the Vision Care.

Benefits for eligible dependants terminate at age 21, however, children in full-time attendance at school are covered to age 24.

Extended Health Care for prescription drugs, as per the Plan (including maximums), \$10 single and \$20 family deductible.

23.02 PERCENTAGE IN LIEU OF BENEFITS

A part-time employee (excluding temporary employees) who has completed **their** probationary period, shall receive in lieu of all benefits as listed under Article 23, Statutory holidays under Article 18 and Sick leave under Article 20.01 an amount of 9% at **the employee's** regular straight time hourly rate for all straight time hours paid. Effective April 1st, 2023, increase the in lieu of benefits by .50% (up to 9.5%).

23.04 PENSION PLAN

All eligible employees will participate in the Nursing Home and Related Industries Pension Plan at an Employer matched contribution rate of four percent (4%) (employer and employee contributions).

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

STANDARD LANGUAGE

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

- .01 "Plan" is defined as 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 performed 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 of a pension from the Plan.**
- .02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to **(4%)** percent 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%)** percent of applicable wages to the Plan. 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 **2%** of applicable wages to a fund of the employee's choice.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution 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.

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

.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 toward the costs 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 the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the 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 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 to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- ii) to be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - YTD pension contributions

- **Employer portion of arrears owing due to error, or late enrolment by the Employer**
- iii) **to be provided once, and if status changes:**
- **Full address as provided to the Employer by the employee**
 - **Termination date when applicable (MMDDYY)**
 - **Gender**
 - **Marital status**
- iv) **to be provided annually but no later than December 1st:**
- **Current complete address listing**
 - **Details of all absences of members from the workplace due to an injury or which the member received Workplace Safety and Insurance Board 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 dated February 13, 1990, and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.**

ARTICLE 24 - GENERAL

24.01 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.

24.02 COPIES OF AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Union shall provide each employee with one copy of the Collective Agreement within thirty (30) days of signing this agreement and within thirty (30) days of signing any further revised agreement. The Union shall provide the Employer with an electronic copy. It is mutually agreed between the Employer and the Union that both parties shall share equally the expense of printing 50 copies of the collective agreement, 10 of which shall go to the Employer.

24.02 ON THE JOB TRAINING

All employees are encouraged to attend relevant on-the-job-training. The Employer agrees to identify which on-the-job training, if any, is voluntary or mandatory. No employee will suffer a loss of regular pay for attending mandatory on-the-job training; any mandatory on-the-job training outside an employee's regularly scheduled hours will be compensated on the basis of regular hourly rate. No employee will be disciplined for not attending voluntary on-the job training.

24.03 JOB DESCRIPTIONS

It is understood that it is the Employer's sole right and responsibility to alter duties and create job descriptions. Each employee shall be provided a copy of an up-to-date job description for **their** classification.

The Employer shall provide to the Union a copy of the job description, for classifications in the bargaining unit. If the Employer amends a job description then it shall provide the Union with an updated copy of the amended job description.

If the Union feels that an existing classification is substantially changed to the point where a new wage rate is justified, or that a new classification belongs in the bargaining unit, then the Union may meet with the Employer to give its representation as to why it feels such new wage rate or classification in the bargaining unit is justified; and, if not resolved, then the Union may proceed to grievance/arbitration, commencing at Step 2.

ARTICLE 25 - TERM OF AGREEMENT

25.01 DURATION

This Agreement shall be in effect from **April 1st, 2024, to March 31st, 2028**, and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this agreement.

25.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days following such notification, unless mutually agreed to extend such time period.

25.03 RETROACTIVITY

Increases to the salary schedule shall be retroactive to **April 1st, 2024**. The employer will endeavour to provide all retroactivity **within** thirty (30) days of the Interest Arbitration Award and/or receiving written notice of ratification.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque. All former employees shall be sent notice by the employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 26 – CLASSIFICATION AND WAGES

The Residence will classify employees and will pay hourly rates in accordance with Schedule A:

Wage Progression

a) **Full-time employees**

Individual salary increases resulting from seniority levels shall be implemented at the commencement of the pay nearest the applicable date of employment.

The anniversary date shall be adjusted forward if necessary to account for leaves of absence as specified in Article 21 under which seniority accumulation is suspended.

(b) **Part-time employees**

Upon completion of the probationary period part-time employees shall progress through the salary scale on the basis of 1800 hours worked equals one year of service

Wages:

**April 1st, 2024 – 0.65 cents increase to all classifications
+0.50 cents wage adjustment for Aides**
January 1st, 2025 - 3.5% increase to all classifications
April 1st, 2026 – 3.5% increase to all classifications
April 1st, 2027 – 3.5% increase to all classifications

Dated this 30th day of August, 2024.

FOR THE UNION CUPE AND ITS
LOCAL 3127-4

FOR THE EMPLOYER
WALFORD RETIREMENT RESIDENCE -
TIMMINS

[Handwritten signature]

[Handwritten signature]

Bouchard

Meyer King Shuy

No: cope 491

LETTER OF UNDERSTANDING

BETWEEN

**THE WALFORD
AND
CUPE LOCAL 3127-4**

RE: MEAL BREAK

It is understood that the employees in the Nursing Department will continue to have their thirty-minute paid meal break. It is further understood that these employees will not be allowed to leave the premises and must provide for the exigencies of individual resident care requirements.

Dated this 20th day of August, 2024.

**FOR THE UNION CUPE AND ITS
LOCAL 3127-4**

**FOR THE EMPLOYER
WALFORD RETIREMENT RESIDENCE -
TIMMINS**

[Signature]

[Signature]

S. Boudland

Meyon Kingstony

LETTER OF UNDERSTANDING

BETWEEN

**THE WALFORD
AND
CUPE LOCAL 3127-4**

RE: WSIB

The Parties agree that for the life of this Agreement, there shall be no opting out of WSIB.

Dated this 30th day of August, 2024.

**FOR THE UNION CUPE AND ITS
LOCAL 3127-4**

**FOR THE EMPLOYER
WALFORD RETIREMENT RESIDENCE -
TIMMINS**

S. Bouchard
S. Bouchard
Meyon Kujshing

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

**THE WALFORD
AND
CUPE LOCAL 3127-4**

RE: DRESS CODE

The Employer will modify its dress code to permit uniforms, subject to the standards set by the Employer regarding colour, design, length, etc. If the Employer requires employees to wear apron then the employer will provide such apron.

Dated this 10th day of August, 2024.

**FOR THE UNION CUPE AND ITS
LOCAL 3127-4**

**FOR THE EMPLOYER
WALFORD RETIREMENT RESIDENCE -
TIMMINS**

[Signature]

[Signature]

S Bouchard

Megan Kujshing

LETTER OF UNDERSTANDING

BETWEEN

**THE WALFORD
AND
CUPE LOCAL 3127-4**

RE: PSW

The Employer will make its best to maintain a minimum of 6 PSW's.

Dated this 30th day of August, 2024.

**FOR THE UNION CUPE AND ITS
LOCAL 3127-4**

**FOR THE EMPLOYER
WALFORD RETIREMENT RESIDENCE -
TIMMINS**

S. Bouchard
S Bouchard

Meyon King

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

**THE WALFORD
AND
CUPE LOCAL 3127-4**

RE: RESPONSIBILITY PAY

Given that the Employer has a General Manager who is also as the Director of Care, a full-time PSW will take on some administrative duties and be paid an additional \$1.00 per hour as responsibility pay. Another employee will be assigned in the event the employee receiving responsibility pay is off work for one week or more.

Dated this 7th day of August, 2024.

**FOR THE UNION CUPE AND ITS
LOCAL 3127-4**

S. Bouchard
S. Bouchard

Meyan King
Meyan King

**FOR THE EMPLOYER
WALFORD RETIREMENT RESIDENCE -
TIMMINS**

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

THE WALFORD
AND
CUPE LOCAL 3127-4

RE: CARE SHIFTS

Whereas the Employer created a new line without following Article 14.01 of the collective agreement,

And whereas, both parties are entering into this Letter of Understanding:

The employee assigned to the "Care Shifts" line will remain in the position until such time as the employee accepts a new position of when said employee leaves the employ of The Walford.

It is further agreed between the parties, that all employees who accepts "Care Shifts" will receive the additional \$3.00/hour.

Dated this 31st day of AUGUST, 2024.

FOR THE UNION CUPE AND ITS
LOCAL 3127-4

[Signature]
S Bouchard
Megan Kirby

FOR THE EMPLOYER
WALFORD RETIREMENT
RESIDENCE-TIMMINS

[Signature]

WAGES AND CLASSIFICATIONS

**SCHEDULE "A"
CUPE LOCAL 3127- 4**

Effective April 1, 2024 – \$0.65 cents \$0.50 cents wage adjustment for Aides			
CLASSIFICATIONS	START	1 YEAR SERVICE	2 YEARS SERVICE
PSW	19.29	19.97	20.41
HEAD COOK	18.74	19.42	19.85
COOK	17.73	18.44	18.86
AIDES	17.70	18.00	18.06
RESIDENT AIDES	18.49	18.82	19.17

Effective January 1, 2025 3.5%			
CLASSIFICATIONS	START	1 YEAR SERVICE	2 YEARS SERVICE
PSW	19.97	20.67	21.12
HEAD COOK	19.40	20.10	20.54
COOK	18.35	19.09	19.52
AIDES	18.32	18.63	18.69
RESIDENT AIDES	19.14	19.48	19.84

Effective April 1, 2026 – 3.5 %			
CLASSIFICATIONS	START	1 YEAR SERVICE	2 YEARS SERVICE
PSW	20.67	21.39	21.86
HEAD COOK	20.08	20.80	21.26
COOK	18.99	19.76	20.20
AIDES	18.96	19.28	19.34
RESIDENT AIDES	19.81	20.16	20.53

Effective April 1, 2027 – 3.5%			
CLASSIFICATIONS	START	1 YEAR SERVICE	2 YEARS SERVICE
PSW	21.39	22.14	22.63
HEAD COOK	20.78	21.53	22.00
COOK	19.65	20.45	20.91
AIDES	19.62	19.95	20.02
RESIDENT AIDES	20.50	20.87	21.25