



COLLECTIVE AGREEMENT

BETWEEN

GLEN HILL STRATHAVEN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 5110

December 31, 2024

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- a) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services etc.
- c) to encourage efficiency in operation.
- d) to promote the morale, well being and security of all employees in the bargaining unit of the Union.
- e) to co-operate and harmoniously work to together in the promotion of high standards of care for the residents of Glen Hill Strathaven.

Now, therefore, the parties agree as follows:

ARTICLE 1 – RECOGNITION

1.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this Collective Agreement shall apply to all employees of the Employer at its Glen Hill Strathaven at Bowmanville, save and except Administrators, Supervisors, Professional Medical Staff (including Registered and Graduate Nurses), Office and Clerical Staff, and Students employed during the school vacation period. This Agreement pertains to all employees except as shown otherwise as outlined in the attached addenda for part-time employees.

1.02 No Other Agreements

No employee covered by this Agreement shall be required or permitted to make any written or verbal agreements with the Employer, or their representatives, which may conflict with the terms of this Collective Agreement.

1.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, which would have the effect of replacing a position in the bargaining unit except for the purposes of instruction, experimental, or in emergencies when regular employees are not available, volunteers performing work normally done by volunteers, and provided that the

performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

1.04 **Contracting Out**

The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

ARTICLE 2 – MANAGEMENT RIGHTS

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

- a) Determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents of the long term care home.
- b) Maintain order, discipline, efficiency and, in connection therewith, to establish and enforce rules and regulations.
- c) Hire, transfer, lay off, promote, demote, classify, and assign duties.
- d) Discharge, suspend or otherwise discipline employees for just cause.
- e) Plan, direct and control the work of the employees and the operations of the long term care home.

ARTICLE 3 – UNION SECURITY

3.01 All employees of the Employer, as a condition of continued employment, shall become and remain members-in-good standing of the Union according to the Constitution and By-Laws of the Union. All new employees shall, as a condition of continued employment, become and remain members-in-good standing in the Union within thirty (30) days of work with the Employer in any consecutive six (6) month period.

3.02 The Employer shall deduct from every employee, who is a member of the Union, any monthly dues, initiation fees, or assessments levied in accordance with the Union Constitution and By-Laws.

- 3.03 Deductions shall be made each month and shall be forwarded to the National Secretary-Treasurer at the National Headquarters of the Union, not later than the 15th day of the following month, accompanied by a list of the names and the hours worked by employees from whose wages the deductions have been made. This list will also include the names of newly hired and terminated employees, employee's home address, telephone numbers and email addresses (if available). A copy of this list will be forwarded, by the Employer, to the Unit Secretary Treasurer of Local 5110. It is the responsibility of the employee to ensure the Employer has their current up to date contact information. The Employer shall not be responsible for errors in this regard.

It is understood that if the Employer violates Article 3.03 by failing to remit the required monies as provided for in that Article, there shall be due to the Union and the Employer shall pay, an amount equal to fifteen percent (15%) of the total amounts otherwise due.

- 3.04 The Employer agrees that the Local President or their designate will be given written notice of any new hiring and will be given the opportunity to interview each newly hired employee for the purpose of advising such employee of his rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises, in a location designated by the Employer. This interview shall occur after the said probation period of an employee and shall not exceed fifteen (15) minutes.

ARTICLE 4 – CORRESPONDENCE

- 4.01 All correspondence between the parties shall pass to and from the Administrator or his designate and the Secretary of the Union or their designate.

4.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer shall be required to recognize them.

ARTICLE 5 – LABOUR/MANAGEMENT RELATIONS

- 5.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper 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. Similarly, the Employer shall, if requested, supply the Union with a list of its supervisory or other personnel or other representative with whom the Union may be required to transact business.

5.02 The Union shall have the right, at any time, to have the assistance of a designated representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have reasonable access to the Employer's premises, upon consent of the Employer, in order to assist in the settlement of a grievance after it has reached Step 2 of the Grievance Procedure.

5.03 The Employer shall not cause or direct any lockout of its employees and the Union shall not cause and direct or consent to any strike or other collective action by its members that stop, curtail, or interfere with the operation of the Home. "Strike" and "Lockout" shall bear the meaning given them in *Labour Relations Act*, R.S.O. 1970, c.232, as amended.

5.04 **No Discrimination**

The Employer agrees not to interfere with the rights of its employees, and there shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer on the basis of race, creed, age, sex, color, marital status, sexual orientation, handicap, Union membership or political affiliation or in accordance with the *Human Rights Code*.

5.05 **Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, processing, and processing their grievance in accordance with the grievance procedure.

5.06 **Grievance Committee**

The Grievance Committee shall be composed of the Local President or their designate plus the Union Stewards for a total of four (4) members. No more than two (2) will attend at grievance meetings.

5.07 **Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, retrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each Steward is employed to perform work for the Employer, and they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably withheld. The Steward shall state their destination to their Supervisor and shall report to the Supervisor on their return to work. The

said Stewards shall not be away from their work for unreasonable lengths of time.

- 5.08 The bargaining committee will consist of the President, one (1) full-time Employee and one (1) part-time Employee. Employees who are on the bargaining committee shall suffer no loss of remuneration for the time properly spent by them in negotiations and conciliation with the Employer during their regular working hours.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

6.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation application, administration, or alleged violation of the collective agreement. The Employer and the Union agree to act in a way that is consistent with the Collective Agreement and not in a way that is arbitrary, discriminatory, or in bad faith.

- 6.02 An employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement may discuss his complaint with his immediate supervisor outside the bargaining unit. Such employee may be accompanied by his steward if he desires. Such a complaint shall be brought to the attention of the excluded supervisor within ten (10) calendar days of the incident giving rise to the complaint. The excluded supervisor shall state his decision verbally within five (5) calendar days of receiving the complaint.

6.03 Settling of Grievance

If the union believes that the complaint has merit and wishes to file a grievance it must do so as set out below and an earnest effort shall be made to settle the matter fairly and promptly in the following manner:

Step 1

The Union will submit a written statement of the alleged particulars of the complaint, the collective agreement provisions that it thinks were violated and the relief sought to the Administrator or his designate within 20 calendar days of the alleged incident giving rise to the complaint. Within 5 working days of receipt of the grievance the Administrator or his designate will reply in writing.

Step 2

If the union is not satisfied with the outcome of Step 1 it may advance the grievance to Step 2 by giving notice that it wishes to have a meeting with the

Administrator or his designate to discuss the complaint. Such notice must be submitted within 5 days of the deadline for the reply under Step 1. The parties will meet within 5 days of the delivery of the notice. The Administrator or his designate will render his decision in writing within 5 days of the meeting.

6.04 **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, Steps 1 of this Article may be by-passed.

6.05 **Union May Institute Grievance**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

6.06 **Grievance on Safety**

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

6.07 **Deviation from Grievance Procedure**

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

6.08 **Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

6.09 **Meeting Rooms for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Employer will attempt to provide the temporary use of a private office or similar facility if available.

6.10 **Parties May Agree to Extend Time Limits**

The parties may agree in writing to extend the time limits set out in this article.

6.11 Definition of Working Days

“Working day” as used in the Grievance and Arbitration procedures shall mean a day other than Saturday, Sunday, or a recognized holiday.

6.12 Employer Grievance

The employer may submit a grievance in writing to the Union within 20 calendar days of the alleged incident giving rise to the grievance. The Union’s answer will be given in writing to the Employer within five working days following receipt of the grievance. If the grievance is not settled by this procedure, it may be forwarded to Arbitration under the Arbitration article.

6.13 Termination Grievance

A grievance respecting a termination without just cause of the engagement of a staff member shall be submitted directly to the Administrator at Step 2.

6.14 Any grievance which has been disposed of under the terms of this grievance and arbitration procedure shall not be made the subject of another grievance.

ARTICLE 7 - ARBITRATION**7.01 Arbitration Nominee**

When either party requests that a grievance be submitted to arbitration, the request shall be made by mail addressed to the other party to the Agreement, indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairman.

7.02 Minister Appoints

If the two appointees fail to agree upon a Chairman within fifteen (15) days of appointment, the appointment shall be made by the Provincial Minister of Labour, upon the request of either party.

7.03 Arbitration Decision

The decision of the Arbitration Board shall be final and binding on the parties and any employees involved in the grievance. If the finding of the Arbitration Board is not unanimous, then the finding of the majority of the members of the Arbitration Board shall be final and binding on the parties.

7.04 Fees and Expense

Each party shall be responsible for the expenses of its nominee to the Arbitration Board and the expenses of the Chairman shall be shared equally between the parties.

7.05 Cannot Act

No person shall act on an Arbitration Board who has been involved in attempts to settle any grievance.

7.06 Arbitration Board Authority

The Arbitration Board shall not have authority to amend, or alter, or add to or modify the terms of this Collective Agreement. The Board of Arbitration shall have the powers contained in the *Ontario Labour Relations Act* in conducting its proceedings.

7.07 Sole Arbitrator

The parties may agree to have a sole arbitrator hear a grievance.

7.08 Mediation and Mediation-Arbitration

The parties may agree to mediation or mediation-arbitration of any grievance.

7.09 Time Limits

A party wishing to submit a grievance to arbitration must notify the other party in writing no later than 14 calendar days after the deadline for the reply under Step 2 of the grievance procedure.

ARTICLE 8 – DISCIPLINE

8.01 Discipline shall be removed from an employee's record after a period of eighteen (18) months from its issuance. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.

8.02 Viewing the File

Having provided a written request to the Administrator at least one (1) week in advance, an employee shall be entitled to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the

presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

ARTICLE 9 – SENIORITY

- 9.01 a) Seniority for a full-time employee shall mean length of service in the bargaining unit from the last date of hiring.
- b) Part-time employees will be credited with one year of seniority for every 1950 hours paid. Effective at ratification, all current part-time employees will be credited with 1950 hours for every calendar year since their date of hire. A partial year will be prorated.
- 9.02 The Employer shall maintain a seniority list for employees in the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin boards in January and July of each year. The list will indicate full-time or part-time status

9.03 Probationary Employees

A newly hired employee shall be known as a probationary employee until they have worked four hundred and fifty (450) hours.

Notice to Employees on Expiry of Probationary Period

On or before the expiry date of the initial probationary period, the Employer will confirm to the employee its decision to:

- a) Confirm their appointment as having completed their probation
- b) Extend probationary status with the knowledge of the Union
- c) Terminate the employee.

Layoff or Dismissal During Probation

Probationary employees may be laid off or dismissed in the absolute discretion of the Employer notwithstanding any other provision of this Agreement to the contrary.

The Employer may terminate a probationary employee at its sole discretion. After completion of the probationary period, the employee will be placed on the seniority list and his seniority shall be effective from the date of their last hiring.

9.04 Loss of Seniority

An Employee shall lose their seniority and their employment could be terminated in the event:

- (a) they are discharged for just cause and are not reinstated.
- (b) they resign and do not rescind within twenty-four (24) hours.
- (c) they are absent from work in excess of three (3) working days without the leave of the Employer.
- (d) they fail to return to work within five (5) calendar days after being notified by registered mail, delivered to their current address of their recall from layoff. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (e) they have been laid off and not recalled to work for twenty-four (24) months.
- (f) they fail to return to work upon expiration of a leave of absence.
- (g) they have been absent due to illness for a period exceeding twenty-four (24) months.

Clause 8.04 (g) shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

9.05 Transfers Outside of Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent.

- 9.06 Alphabetical order of the last name shall be the deciding factor where two (2) or more employees have the same seniority date.

ARTICLE 10 – PROMOTIONS AND STAFF CHANGES

- 10.01 When a vacancy occurs by reason of a termination, leave of absence, or illness/accident of an employee extending beyond thirty (30) calendar days, or a new position is created within the bargaining unit, the Employer shall post notice of the position on the Employer's main bulletin boards for a minimum of four (4) days.

When the employee who has been ill is certified by their physician that they are physically capable and fit to return to work, they will be reinstated to their original job. The employee filling in temporarily will revert to their former duties.

- 10.02 Such notice shall stipulate position open, qualifications required, department and shifts.
- 10.03 All applications received will be considered within eight (8) days of the first day of notice. The Employer shall consider the qualifications, skill, and ability of the applicants. If the applicants are not qualified, the Employer may fill the vacancy from outside the unit. If the above factors as between the applicants are relatively equal, the applicant with the greatest seniority shall fill the position.
- 10.04 For the purpose of this Article, the time limits shall not include weekends and defined holidays.
- 10.05 The Union shall receive a copy of all job postings at the same time as they are posted on the bulletin board, and they shall be notified of the successful applicant of all job postings.
- 10.06 The employer will indicate the expected duration of a temporary position on the posting if it has that information. If, at the end of the expected duration it is apparent that the temporary position will last significantly longer (sixty (60) days or more), the employer will repost the temporary position.

10.07 Trial Period

- a) The successful applicant shall be placed on trial for a period of thirty (30) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period thirty (30) days. The trial period may be extended with mutual agreement. In the event the employer feels that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the position, they shall be returned to their former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 10.03. If there are no successful applicants, then the position would be reposted.
- b) The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no Employee shall be transferred to a position outside the bargaining unit without their consent. The Union acknowledges that it is the exclusive function of the Employer to select Employees for positions excluded from the bargaining unit.

ARTICLE 11 – LAYOFFS AND RECALL

11.01 Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 9 – Seniority, however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work. The Employer may decide not to fill a vacancy as a means of reducing the overall hours as an alternative to layoffs.

11.02 Layoffs, under the provisions of this Collective Agreement shall include any reduction, other than a minor one of daily or biweekly hours of any full-time or part-time employee. The Employer will not split up a full-time position into two or more part-time positions without the agreement of the union.

11.03 Notice of Lay Off

In the event of a proposed lay off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) Provide the Union with at least three (3) months notice of any permanent layoff prior to its implementation. All other layoffs are eight (8) weeks' notice to the Union prior to its implementation. This notice is not in addition to required notice for individual employees.
- b) Provide affected employees with notice in accordance with the *Employment Standards Act*. The *Act* will be considered to provide the following additional notice:
 - for service greater than nine years, nine weeks of notice.
 - for service greater than ten years, ten weeks of notice.
 - for service greater than eleven years, eleven weeks of notice.
 - for service greater than twelve years, twelve weeks of notice.
- c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit. Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this collective agreement.
- d) Qualified and able employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty

(20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

- 11.04 a) In the event of lay off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- b) An employee who is subject to lay-off shall have the right to either:
- i) Accept the lay-off; or
 - ii) Displace an employee who has
 - less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off.
 - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
- 11.05 a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required to perform the work and provided such opening it first posted under the job posting procedure and has not been filled. In determining the ability and qualifications as agreed between the parties, of an employee to perform the work for the purposes of the first sentence above, the Employer shall not act in an arbitrary manner.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall

- state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Qualified and able employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.
- 11.06 In order that the operations of the Union will not become disorganized when layoffs are made, members of the Local Executive Board shall be the last persons laid off during their term of office so long as they are capable of performing the available work.
- 11.07 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

- 12.01 The Employer does not guarantee to provide work to any employee for regularly scheduled hours or for any other hours.
- 12.02 Employees will be scheduled for eight (8) consecutive hours inclusive of a half (½) hour unpaid lunch break. The Employer and the Union shall meet in order to provide for shift schedules as far in advance as possible.
- 12.03 The hours and days of work of each employee shall be posted in an appropriate place at least one (1) week in advance and for one (1) month at a time. All requests for days off shall be submitted two (2) weeks in advance of posting.
- 12.04 No scheduled hours will be changed after posting unless such changes are arranged by the employees and approved by the Supervisor.
- 12.05 Employees will be allowed breaks within the shift without reduction in pay as follows:
- A shift of 5.5 hours or less will have one 15 minute break.
A shift of more than 5.5 hours will have two 15 minute breaks.
In addition to the above, any shift of 5 hours or more will include a ½ hour unpaid meal break within the shift.

The employer may combine all or a portion of a paid break with the unpaid meal break. If a portion of the paid break is combined with the unpaid meal

- break, the remaining paid break entitlement will be combined with the other paid break if applicable.
- 12.06 The workweek shall commence with the beginning of the Sunday night shift.
- 12.07 The Employer shall schedule one weekend off in every two (2) weeks for full-time employees, and where possible, will schedule weekends off more frequently, unless otherwise arranged. In the event a statutory holiday falls on the Monday or Friday immediately preceding or following an Employee's scheduled weekend to work, the Employee shall be scheduled to work that Statutory holiday as well.
- 12.08 Employees whose hours are normally in excess of twenty-four (24) hours per week shall continue to work in excess of twenty-four (24) hours per week unless they are laid off pursuant to the layoff provisions of this agreement.
- 12.09 When an employee is authorized to work in excess of seventy-five (75) hours in any of their bi-weekly work periods, they shall be paid at one and one half (1½) times their applicable hourly rate for each hour worked in excess of seventy-five (75) hours.
- 12.10 If the major part of a full-time employee's shift is worked on a holiday under this Agreement, such employee shall be paid at one and one-half (1½) times their regular rate for all work performed on that shift. The shift so defined will constitute the employee's holiday shift and no portion of any other regularly scheduled shift on the holiday will be compensated at time and one-half (1½) except in the case that the employee would otherwise qualify for overtime pay under any other provisions of this Agreement.
- 12.11 Call-back shall mean the calling in to work of an employee within ten (10) hours of the completion of a regularly scheduled shift.
- 12.12 Call-in shall mean calling in to work of an employee on a regularly scheduled day off.
- 12.13 In the case of a call-in, an employee who is assigned less than four (4) hours of work shall be paid for a minimum of four (4) hours at his applicable hourly rate unless they shall otherwise be entitled to receive overtime pay for such hours. Employees will be called in on the basis of seniority, with the most senior employee being called first, except in the case where such employee would qualify for overtime pay and the more junior employee would be able to work at their regular rate. In such case, the Employer reserves the right to call the more junior employee.
- 12.14 In the case of a call-back, an employee shall be paid for the time actually worked at one and one half (1½) times their applicable hourly rate for time actually worked, but in no case will the employee receive less than two (2) hours of work, or two (2) hours' pay at one and one-half (1½) times their applicable hourly rate.

- 12.15 In the case of a call-back or call-in of an employee for a maintenance emergency, the employee shall be paid for the time actually worked at one and one-half (1½) times applicable rate.
- 12.16 An employee who reports for work at their regularly scheduled time and is advised that there is no work available, shall be given, at the Employer's option, four (4) hours' work, or four (4) hours' pay at their applicable hourly rate.
- 12.17 In the case of consecutive regular work shifts, employees shall receive one and one-half (1½) times their applicable hourly rate for hours worked by them in the seventh (7th) and subsequent consecutive regular work.
- 12.18 Where an employee is authorized by the Employer to work in excess of seven and one half (7½) consecutive hours, they shall receive one and one half (1½) times their applicable hourly rate for all time worked in excess of the seven and one half (7½) hour.

12.19 **Sharing of Overtime and Call back/Call in**

Overtime and call back/call-in time shall be assigned in order of seniority to the employee(s) within the classification who are willing and qualified to perform the work that is available and who have indicated their willingness to work overtime.

- 12.20 In the event appropriately qualified Employees of their own accord and for their own convenience, change shifts with one another, the Employer agrees not to interfere, but reserves the right to request a signed statement from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Employees will be limited to no more than 2 shift exchanges per month.

12.21 **Shift Giveaways**

The parties agree that all full-time employees will be permitted to giveaway three (3) shifts per calendar year and part-time employees will be permitted to giveaway two (2) shifts per calendar year. In extenuating circumstances, the employer may permit employees to giveaway additional shifts at the Employers discretion. It is understood that the employee and employer will agree on set dates. All appropriate paperwork will be submitted by employee in reasonable time prior to date requested. Both parties also agree that this practice will be re-examined on a yearly basis.

- 12.22 No employee will be temporarily laid off from their scheduled shift in order to avoid overtime payment of time and one half (1½) unless such change is mutually agreed between the employee and the Employer.

- 12.23 Extra scheduled time shall be divided equitably among part-time employees normally performing the work.
- 12.24 In no event shall any employee receive a rate of pay for any hour in excess of one and one-half (1½) times their normal hourly rate.
- 12.25 In no event shall there be any pyramiding of benefits for hours not worked, such as vacations, holidays, sick leave, etc.

ARTICLE 13 – HOLIDAYS

- 13.01 All employees shall receive twelve (12) paid holidays (including two (2) floats).

List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day
Victoria Day	Thanksgiving Day
Civic Holiday (August)	Easter Monday
Boxing Day	Labour Day
Good Friday	Christmas Day

Two (2) floating holidays to be taken on a day mutually agreed upon between the Employer and the employee.

The parties agree that Canada Day shall be on July 1st each year except when Canada Day falls on a Sunday, then Canada Day shall be on July 2nd.

- 13.02 In order to qualify for holiday pay, an employee must work their full scheduled shift immediately preceding and immediately succeeding the holiday.
- 13.03 a) Notwithstanding the provisions of Article 13.02 when a full-time employee is absent from the preceding and/or following shifts due to illness verified by a doctor's certificate, the employee will be eligible for one (1) day's holiday pay during any one period of such illness.
- b) Notwithstanding the provisions of Article 13.02 when a part-time employee is absent from the preceding and/or following shifts due to illness verified by a doctor's certificate, the employee will be eligible for prorated holiday pay in accordance with ESA during any one period of such illness.
- 13.04 Any employee scheduled to work on a holiday and who does not report to work shall forfeit their holiday and their holiday pay unless the absence is due to illness

verified by a doctor's certificate, in which case the employee will receive holiday pay.

- 13.05 Holiday pay for full-time employees will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at their regular rate of pay.
- 13.06 If a holiday is observed on a full-time employee's day off, or during their vacation period, the employee shall receive an additional day off in lieu thereof, unless it is mutually arranged with the Employer that the employee shall receive a day's pay in lieu of the additional day off.

An employee who is required to work on any of the above-mentioned holidays will be paid at the rate of one and one-half (1½) times their regular rate of pay and shall be given an additional day off, unless it is mutually arranged with the Employer that the employee shall receive a day's pay in lieu of the additional day off.

An employee who wishes to take an additional day off pursuant to the above, must do so within the six (6) week period after the holiday. Requests will not be unreasonably denied. Failure to do so will result in payment in lieu of the additional day off by the Employer. Normal scheduling rules apply to requests for additional days off.

- 13.07 The holiday schedule shall provide that every employee shall have at least Christmas Day or New Year's Day off, if they so choose.

ARTICLE 14 - VACATIONS

- 14.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 14.02 Annual vacations will be allowed for all employees on staff in accordance with the following schedule:

Vacation

Vacation will be based on the following:

Years of Service	Vacation Entitlement
Less than 1 year	10 days at 4% of gross earnings
1 year	10 days at 4% of gross earnings
3 years	15 days at 6% of gross earnings
8 years	20 days at 8% of gross earnings
15 years	25 days at 10% of gross earnings
23 years	30 days at 12% of gross earnings
28 years	35 days at 14% of gross earnings

14.03 The period at which employees shall take vacation shall be based on the selection, by the employee, according to seniority in each department; but shall be subject to the approval of the Department Head having due concern for the proper operation of the Long Term Care Home. The Employer will attempt to allow a reasonable number of employees to be off on vacation during prime times. Vacation during prime time (July-August) can take no more than three (3) weeks.

In the implementation of the above, the Employer shall, to the extent possible, schedule vacation to accommodate the employee.

The Employer shall allow as many employees as is possible to take their vacation at Christmas. The criteria to be used in allowing an employee to take vacation during Christmas shall be by seniority. Request shall be made by November 1st of any year.

14.04 Vacations are not cumulative from year to year. As per 14.01 vacations will be taken from July 1st of any year to June 30th of the following year.

14.05 Approvals for vacation period shall be posted by the Employer according to the following timetable:

By April 15th for vacations falling July 1st to June 30th. Three (3) weekends may be allowed in a two (2) week vacation period if the vacation schedule so indicates. Recognizing that some night shift Employees are scheduled to work Friday and Saturday; it will be understood that those employees vacation week will commence with the beginning of the Sunday night shift and conclude at the end of the Saturday afternoon shift. An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

14.06 Once all vacation requests have been scheduled pursuant to 14.05, any available time will be granted on a first come, first serve basis. The vacation availability will be updated on a weekly basis.

14.07 Full-time and part-time employees will receive vacation pay as they take vacation. Casual employees will be paid their vacation pay every pay day. Any unused vacation pay will be paid out after the end of June within the first two pay periods of July.

14.08 It is understood and agreed by the parties for clarity purposes that vacation and pay shall be as follows:

The vacation year is July 1 in any year to June 30th the following year. Vacation pay will accrue during each vacation year for pay out in the next vacation year.

Example: Vacation monies earned in the period of July 1, 2012 to June 30, 2013 is for vacations being taken from July 1, 2013 to June 30th, 2014.

Vacation pay requests must be attached as requested vacation day(s) / week off. Vacation pay will be paid out for all vacation day(s)/ weeks requested until such time as the entitlement vacation bank has been exhausted. Where an employee has more time available than entitled vacation pay, the additional days will be taken without pay.

Employees are only allowed to access vacation entitlement money and will not be allowed borrow from the next years vacation accrual bank. The staffing clerks and/or Managers will enter the vacation days into the schedule either as vacation taken or vacation unpaid as per the agreed to Union contract that governs the employee requesting vacation time off.

14.09 **Vacations – Interruption**

- (a) Where an employee's scheduled vacation is interrupted due to a serious illness which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.
- (b) Where a vacationing employee becomes seriously ill requiring them to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- (d) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 11.04.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 15 – SICK LEAVE

- 15.01 Full-time employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick-leave

credits at the rate of one and one-half (1½) days per month of service up to a maximum of forty-two (42) days. Sick leave credits used up will be deducted from the total sick leave credits accumulated by the employee.

- 15.02 An Employee shall not lose accrued sick-leave credits, nor shall they receive payment from the Employer when absent from work due to any injury compensable under the provisions of the *Workers' Compensation Act*.
- 15.03 An employee may be required by the Employer to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness. If the employee is absent due to illness, for three (3) days or more, a certificate signed by a legally qualified medical practitioner will be required and such certificate must be available to the Employer prior to the employee returning to work, and prior to any payment for illness. Half the cost of the certificate will be paid by the Employer. Such certificate shall clearly indicate the name of the medical practitioner and that the employee has, in fact, seen said physician.
- 15.04 An employee will be advised, upon request, of the amount of sick leave credits accrued to his credit re: work sick leave.
- 15.05 The unused portion of an employee's sick leave earned in the twelve (12) month period, commencing September 1st, 1982 and each twelve (12) month period, thereafter, shall accumulate for their future benefit to a maximum allowed, except that they shall be entitled to cash equivalent to one-sixth (1/6th) of their unused sick leave credits in each twelve (12) month period payable in September of each year. The remaining five-sixths (5/6th) of earned credits shall accumulate for their future benefit. The same cash award will be made for those already at maximum.
- 15.06 It is understood that the Employer may substitute another carrier as long as benefits remain substantially the same. Where the employer wishes to change carriers that do not provide the same benefits the employer shall first meet with the Union for input on the new carrier's plan.

ARTICLE 16 – LEAVE OF ABSENCE

Union Leave

- 16.01 Stewards of the Union shall not suffer any loss of pay when required to leave their workplace temporarily for the purpose of fulfilling the duties under Article 5 in dealing with a grievance provided that employees shall be required to obtain the permission of the Employer for leaving their workplace. Such permission shall not be unreasonably withheld.
- 16.02 Subject to operational requirements of the Home and the normal rules regarding

the requests for time off (e.g. vacations, float days, etc.) the Employer may grant, on request of the Union, leaves of absence to employees to attend Union conventions or seminars on the following conditions:

- a) Leave of absence for Union activity shall not total more than ninety (90) days in any year.
- b) The Union shall notify the Employer, in writing, as soon as possible in advance of the requested leave of absence.
- c) No more than five (5) employees may be on Union leave at one time. The Employer will process payment for the above and the Union will reimburse the Employer.

16.03 The Union Bargaining Committee shall consist of the President, one (1) full-time Employee and one (1) part-time Employee. Employees who are on the bargaining committee shall suffer no loss of remuneration for the time properly spent by them in negotiations and conciliation with the Employer during their regular working hours.

16.04 **Bereavement Leave**

An employee shall be granted five (5) regularly scheduled consecutive days' leave, without loss of wages, during or immediately after the death of their spouse/child/parent.

An employee shall be granted a maximum of three (3) regularly scheduled consecutive days' leave, without loss of wages, during or immediately after the death of their, stepparent, brother, sister, grandchild, mother-in-law, father-in-law, grandparents, brother-in-law and sister-in law.

One (1) regularly scheduled day paid leave for the death of a niece, nephew, aunt or uncle shall be allowed.

Note: A spouse is a person who:

- a) is legally married to the employee; or
- b) is in an intimate relationship with the employee and has been living with that employee at least one (1) year; or
- c) is a person who shares natural or adoptive children with the employee and is living with the employee.

A spouse includes a person of the same sex.

The Employer may approve additional unpaid leave, such approval not being unreasonably denied, where the employee requests such leave in order to attend

the funeral. Prior to such leave being granted, the employee, upon request by the Employer for same, will provide the Employer with the location, date and contact number of the funeral home. Failure to provide this requested information may result in the aforementioned additional leave being denied.

Bereavement pay shall be paid only for days upon which the employee was scheduled to work. Bereavement leave will be taken between the date of death and the day after the funeral except upon the death of a spouse or child in which bereavement leave will be taken during the two week period following the date of death. The employee will notify the Employer of the date of the funeral.

16.05 **Pregnancy, Parental and Adoption Leave**

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

a) **Pregnancy Leave**

A pregnant employee who has been employed for at least thirteen (13) weeks before the expected date of delivery shall be entitled to seventeen (17) weeks leave of absence without pay, for the purpose of childbirth. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act* (Ontario). The employee shall provide a minimum of two (2) weeks' written notice to the Employer and a certificate from a legally qualified medical practitioner stating the expected birth date. An employee on pregnancy leave may take a further thirty-five (35) weeks parental leave of absence without pay, provided the employee applies in writing two (2) weeks prior to the expiry of her pregnancy leave. Such leave shall be in accordance with the provisions of the *Employment Standards Act* (Ontario).

- b) A thirty-seven (37) week leave of absence is available to any new parent who has been employed for at least thirteen (13) weeks. Such leave shall be pursuant to the provisions of the *Employment Standards Act* (Ontario). Parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a child.
- c) If the employee plans to return from pregnancy, parental or adoption leave earlier than the normal end of the leave, they must provide the Employer with at least four (4) weeks' written notice of that day.
- d) The employee will continue to participate in benefit plans during pregnancy, parental and adoption leave provided the employee continues to make their contributions, if any. Sick leave credits will not accumulate during the leave.

- e) Seniority continues to accrue during pregnancy, parental and adoption leave.

16.06 **Education Leave**

Where new or greater skills are deemed necessary by the Employer than are already possessed by the affected employee, an employee shall undergo training at the expense of the Employer. Such training shall include a minimum attendance at one (1) in-service education meeting session per month. The Employer will pay straight time for the actual hours spent in these sessions. Notice of such in-service sessions will be posted at least one (1) month in advance. When an Employee requests, and the Employer agrees that the Employee take a course related to health care and the business and activities of the Home, the cost of that Employee's tuition and books shall be shared on an equal basis by the Employer and the affected Employee. Any mandatory in service or staff meeting will be without loss of pay.

16.07 **Personal Leave of Absence**

The Employer shall have the discretion to grant a leave of absence, without pay, for extenuating personal reasons provided that the Administrator receives at least one (1) month's advance notice, in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. This discretion shall not be unreasonably exercised. Applicants, when applying, must indicate the date of departure and specify the date of return. It is understood that the leave of absence shall be used only for the purpose for which it was granted; any abuse of these provisions may result in disciplinary action including termination.

16.08 **Jury Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror in any court. The Employer shall pay such employee the difference between their normal earnings for the time they lose from regularly scheduled work by reason of their jury service and the payment they receives for jury service. The Employer shall not be responsible for paying any part of the expenses incurred by the Employee for traveling, meals, or other expenses in connection with their jury service. The Employee will present proof of their jury service and the amount of payment received.

16.09 **General Leave**

The Employer may grant leave of absence without pay to any employee requesting such leave of absence for valid personal reasons. Such request must be in writing and will not be unreasonably denied by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer.

ARTICLE 17 – HEALTH BENEFITS (FULL-TIME EMPLOYEES)

- 17.01 For all full-time employees, the Employer agrees to pay one hundred percent (100%) premium (single or family as applicable) for the Ontario Health Insurance Plan (OHIP).
- 17.02 For all full-time employees, the Employer will provide the current medical plan. The Employer will pay one hundred percent (100%) of the applicable premium from time to time as determined by the Plan.

Vision Care

Effective date of ratification, Increase vision care to \$350.00 every 24 months.

The Drug Plan includes cards which cover current generic prescriptions.

Effective June 17, 2022, increase paramedical benefits by \$50.00 to \$450.00.

Orthotics

Your premium payment for orthotics will be paid out one hundred percent (100%) by the Employer to a maximum of three hundred dollars (\$300.00) annually.

The Drug Plan will have no maximum with a 10/20 deductible effective April 1, 1996.

The Employer will make every effort to reimburse the employee within four (4) weeks of receiving the employee's written submission requesting reimbursement for major medical expenses.

- 17.03 Each full-time employee shall be provided with an Employer-paid Life Insurance Plan with thirty thousand dollars (\$30,000.00) coverage.
- 17.04 Each full-time employee shall be eligible for dental coverage of Blue Cross #9, or equivalent, at the current O.D.A. schedule of fees as amended from time to time, with the premiums being shared 50/50 between the Employer and the employee. Effective September 1st, 1990 the Employer will pay seventy-five percent (75%) of the premiums.
- 17.05 It is understood that the Employer may substitute another carrier as long as benefits remain substantially the same. Where the employer wishes to change carriers that do not provide the same benefits the employer shall first meet with the Union for input on the new carrier's plan.

17.06 **Pension Plan**

The Employer agrees to maintain the NHRIPP as outlined in Schedule B hereto forming part of the collective agreement.

17.07 **Benefits - WSIB or Paid Leave**

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to twenty-four (24) months following the date of the injury.

17.08 **Effect of Absence**

Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.
- (d) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES

- 18.01 The various job classifications and the applicable hourly rates therefore are set forth in Schedule "A" attached hereto. Progression within the applicable wage scales is based upon length of service with the Employer since the last date of hiring.
- 18.02 a) The Employer shall pay wages due to employees every two (2) weeks on Thursday at 10.00 a.m. On each pay day, each employee shall be provided with itemized statement of his wage, hours, and deductions. Effective the first pay day after May 31, 1996, each itemized statement will also include the accumulated vacation pay to date.
- b) If the Employer makes a payroll error such that an employee covered by this Agreement has not received wages earned in any biweekly pay period amounting to 5.5 hours or more at their regular rate of pay, the error will be adjusted within five (5) payroll department business days from the date that the department head was advised of the error. Errors less than this amount will be corrected on the employee's next regular pay.
- 18.03 Employees assigned to relieve in a higher classification for a full shift or more shall be paid the rate for the higher classification for the full period of relief. When a Dietary Aide prepares meals, the Assistant Cook rate shall be paid for time so spent.
- 18.04 **Weekend Premium**
- Effective date of ratification, a weekend premium of forty cents (40¢) per hour shall be paid to all employees for all hours worked between 22:30 hr. Friday and 22:30 hr. Sunday.
- 18.05 **RPN Responsibility Allowance**
- Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one half (1/2) shift, the Employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift. Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

18.06 Shift Premium

Effective May 17, 2022, all employees shall receive a shift premium of thirty five cents (35¢) for each hour worked on the afternoon shift and for each hour worked on the night shift.

18.07 Shift premium will not be paid for any hours in which an Employee receives overtime premium and shift premium will not form part of the Employee's straight time hourly rate.

18.08 Uniform Allowance

The Employer shall provide each full-time employee with twelve dollars (\$12.00) per month clothing allowance. Effective the first full pay period following October 30, 2015, increase uniform allowance by one dollar (\$1.00)/month for both full and part-time employees. The Employer shall pay each F-T employee thirteen dollars (\$13.00) per month and each P-T employee eleven (\$11.00) per month.

18.09 Retroactivity

Retroactive payment to individuals relating to the general wage increase shall be paid within thirty (30) calendar days from the date of written notice of ratification and shall be based on all hours paid.

Employees who have left the employ of the Employer will be notified by registered mail within thirty (30) calendar days of the date of written notice of ratification of their entitlement to retroactivity addressed to their last known address. The employees shall have a further sixty (60) days to claim their retroactivity.

Retroactivity shall be paid by separate cheque and shall be itemized.

ARTICLE 19 – GENERAL ARTICLE

19.01 Accommodation shall continue to be provided for employees to have their meals and keep and change their clothes.

19.02 The Employer will provide a bulletin board exclusively for Union purposes. The board shall be placed adjacent to the present staff dining room. The Union may post notices on such bulletin board, provided that the notices are first approved by the Employer. Such approval will not be unreasonably withheld.

19.03 Job Classifications

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the

rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request, in writing, a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. A request must be made within ten (10) working days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within twenty (20) working days of such meeting. The decision of the Board of Arbitration, or Arbitrator as the case may be, shall be based upon comparison with the rates for other classifications within the Home having regard to the nature of the work and requirements of such classification.

19.04 **Copies of the Agreement**

Copies of this Agreement will be reproduced such that each employee shall be given their own copy. The cost of such reproduction shall be borne equally by the Employer and the Union.

19.05 **Interpretation**

Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context so required. Wherever a gender specific term is used in this agreement, it shall be considered to include all expressions of gender identity wherever the context so requires.

19.06 The "Employee" or "Employees" as used in this Agreement shall mean the employees referred to in the "Recognition" Article on page 4, which employees are within bargaining unit for which the Union is certified as the bargaining agent.

19.07 **Full-Time Employee Definition**

A full-time employee is an employee in the bargaining unit who is regularly scheduled to work more than twenty-four (24) hours per week.

19.08 **Part-Time Employee Definition**

A part-time employee is an employee in the bargaining unit who is regularly scheduled to work twenty-four (24) hours or less per week.

ARTICLE 20 – HEALTH AND SAFETY

20.01 The Employer and the Union will comply with the "Act" respecting the occupational health and safety of workers. To that end, the parties agree that violence and harassment shall be defined in accordance with the *Occupational Health and Safety Act*.

- 20.02 a) More particularly the Union and the Employer shall co-operate in developing rules and practices which will provide adequate protection to employees, engaged in hazardous work.
- b) The Employer and the Union recognize their joint obligation to create and sustain a safe workplace that is free from harassment and violence.

20.03 Joint Health and Safety Committee

A joint Health and Safety Committee shall be established and composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.

20.04 Safety Committee Pay Provisions

The joint Health and Safety Committee shall hold meetings as requested by the Union or by the Employer to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union. The Union and the Employer will jointly work under the direction of the *Occupational Health and Safety Act* of Ontario.

20.05 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing.

20.06 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or to operate any equipment that in the opinion of any member of the Safety and Health Committee, is unsafe. The Employee shall state the reason for their concern to their Supervisor.

20.07 Investigation of Accidents

The Safety and Health Committee shall be notified of each accident or injury and shall investigate as soon as possible on the nature and cause of the accident or injury.

20.08 Injury Pay Provision

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

An Employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the date of the accident.

20.09 Transportation or Accident Victims

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident shall be at the expense of the Employer.

20.10 First Aid

The Employer will provide appropriate First Aid Kits in the kitchen, and at each Nursing Station.


ARTICLE 21 – DURATION


This agreement shall be binding and remain in effect from January 1, 2023, to December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice to bargain in writing within ninety days (90) of the expiry date of this agreement.

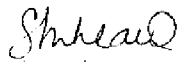
Signed this 11th day of September, 2024.

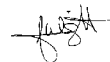
**Signed on behalf of the
Canadian Union of Public Employees
and its Local 5110 Glen Hill Strathaven**

**Signed on behalf of the
The Employer**


Jennifer Emmott (Sep 11, 2024 15:52 EDT)


Sarah Coleman (Sep 11, 2024 16:29 EDT)






Ruth McFarlane (Sep 11, 2024 11:13 LD1)

PART-TIME ADDENDUM

The foregoing represents those issues agreed to between the parties governing part-time employees. This Addendum shall be attached to and form part of the Collective Agreement between the Employer and the Union and shall apply to part-time employees described in 'RECOGNITION AND SCOPE'. The terms and conditions of this Collective Agreement shall apply to the part-time employees except as outlined in this Addendum.

Percentage in Lieu of Benefits

1.01 Fourteen percent (14%) shall be paid in lieu of benefits.

SENIORITY

1.02 Probation for part-timers to be 450 hours worked.

1.03 A part-time employee transferring to full-time status shall be credited in the new job with their part-time seniority accumulated to date of transfer in the full-time job.

1.04 A full-time employee transferring to part-time status shall be credited in the new job with their full-time seniority accumulated to date of transfer.

1.05 A part-time employee moving to a full-time position, and having completed their part-time probation, shall receive all the benefits, vacation, holidays, sick leave accruing to full-time employees. In the event the employee had previous full-time employment and had accumulated sick leave, such accumulation shall be reinstated. A full-time employee moving to a part-time position, and having completed their full-time probation, shall retain all benefits, vacation, holidays, sick leave for a period of thirty (30) consecutive days from such move.

An employee moving from part-time to full-time, or vice versa, and not having completed the full-time or part-time probation as the case may be, shall be credited with service earned to date of move towards the new probationary period.

Paid Holidays

1.06 Any part-time employee who works on a paid holiday shall be paid on the basis of one and one-half (1½) times their regular rate for all hours worked in addition to their holiday pay.

1.07 Employees shall receive holiday pay at their current classification rate of pay.

1.08 A part-time employee shall qualify for paid holidays in accordance with the

provisions of Article 13, provided they have worked twelve (12) days or more out of the previous twenty-eight (28) days or an average of twelve (12) days per month over the previous six (6) months.

Bereavement Leave

- 1.09 Part-time employees are entitled to the provisions of Article 18 of the attached Collective Agreement. It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.

Uniform Allowance

- 1.10 The Employer shall provide each part-time employee eleven (\$11.00) per month clothing allowance.

Wage Rates

- 1.11 Part-time employees starting rates of pay shall be identical to full-time employees starting rates.
- 1.12 Progression on the wage grid on the basis of 1950 hours = 1 year.

Scheduling

- 1.13 The Employer will schedule part time employees no less than two shifts per week unless the parties agree otherwise. Additional shifts that become available due to absences will be distributed in an equitable manner in order of seniority, subject to employees being qualified to perform the work.

1.14 **Casual Staff**

Casual status will be recognized as follows:

- a) A casual part-time staff member works on an irregular "on call" short notice basis, up to forty-eight (48) hours in a bi-weekly pay period, and who can elect to accept or decline a shift. Except as otherwise provided herein, the casual staff member shall have all rights as part-time staff members.
- b) For greater clarity, the principal difference between part-time and causal-staff members is that part-time staff members are regularly scheduled.
- c) Call-in shifts shall be offered to all full-time and part-time staff members, by seniority, in accordance with Article 12.13 prior to being offered by seniority to casual staff members.

- d) The probation period for a casual-staff member shall be a total of four hundred and fifty (450) hours worked.
- e) Casual employees who are presently employed shall maintain their current seniority as of the signing of this Settlement, converted to hours, except that effective on signing these casual employees shall earn seniority on all hours paid such that fourteen hundred (1400) hours equals one (1) year of seniority.
- f) For newly engaged casual-staff members the Schedule "A" Wage Grid shall increase in accordance with fourteen hundred (1400) hours paid equals one (1) year.
- g) Casual staff members shall pay Union dues on all hours paid.
- h) A casual staff member who is not available for any shifts in a six (6) month period shall be deemed terminated.
- i) Newly hired casual staff members will receive two (2) orientation days.
- j) The same call-in rotation procedure will be used for all staff members
- k) It is understood that casual staff will be included in the Christmas/New Year rotation.

1.15 It is understood and agreed by the parties that casual staff shall be as follows:

Casual staff may be scheduled up to two (2) weekends per month as needed after shifts have been offered to part-time staff. Casual staff must submit availability for weekends or be scheduled as needed.

Casual staff will be available to work either Christmas or New Year, and any other holiday as needed. Casual staff must submit availability for either Christmas or New Year or will be scheduled as needed.

Casual staff must work a minimum of one (1) shift in a six (6) month period or will be deemed terminated.

Both parties agree to revisit/void this agreement at any time with thirty (30) days written notice to other party.

SCHEDULE A

Classification	Step	Effective	Effective	Effective
		Jan. 1/22	Jan. 1/23	Jan. 1/24
		1.50%	3.50%	3.50%
Aides*	Start	\$20.88	\$21.61	\$22.37
	6 Months	\$21.15	\$21.89	\$22.66
	1 Year	\$21.72	\$22.48	\$23.27
	2 Year	\$22.24	\$23.02	\$23.83
Aides Certified*	Start	\$21.36	\$22.11	\$22.88
	6 Months	\$21.63	\$22.39	\$23.17
	1 Year	\$22.26	\$23.04	\$23.85
	2 Year	\$22.78	\$23.58	\$24.41
Restorative Care Aides with PSW Certificate and Personal Support Workers	Start	\$21.36	\$25.21	\$26.09
	6 Months	\$21.63	\$25.49	\$26.38
	1 Year	\$22.26	\$26.14	\$27.05
	2 Year	\$22.78	\$26.68	\$27.61
(\$3.00 PWE incorporated in wage rate prior to 2023 Increase)				
Assistant Cook	Start	\$22.08	\$22.85	\$23.65
	6 Months	\$22.35	\$23.13	\$23.94
	1 Year	\$23.29	\$24.11	\$24.95
	2 Year	\$23.85	\$24.68	\$25.54
RPN	Start	\$26.99	\$27.93	\$28.91
	6 Months	\$27.27	\$28.22	\$29.21
	1 Year	\$27.82	\$28.79	\$29.80
	2 Year	\$28.40	\$29.39	\$30.42
Cook & Maintenance	Start	\$23.68	\$24.51	\$25.37
	6 Months	\$23.96	\$24.80	\$25.67
	1 Year	\$24.15	\$25.00	\$25.88
	2 Year	\$24.65	\$25.51	\$26.40

Aides* Includes Restorative Care Aides without Health Care Aide Certificate

Aides Certified* Includes Restorative Care Aides with Health Care Aide Certificate

SCHEDULE "B"

NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

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

22.01

"Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan. "Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday.
- ii) holiday pay, for the hours not worked.
- iii) vacation pay.
- iv) bereavement leave.
- v) jury duty.
- vi) negotiations and grievance meetings.

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

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

22.02

Effective upon ratification, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (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 four percent (4%) of applicable wages to the Plan.

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.

22.03

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.

22.04

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.

22.05

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.

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)

 - 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.

LETTER OF UNDERSTANDING

between

GLEN HILL STRATHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 5110

Re: Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:


- a) The Employer recognizes that employees have the right to refuse any required vaccination,
- b) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine or treatment and will endeavor to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- c) If an employee refuses to take the vaccine required under this provision, they will be placed on unpaid leave until the Medical Officer's recommendation or applicable legislation is lifted. If an employee is placed on unpaid leave, they can use vacation if available in order to keep their pay whole.
- d) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee may access sick credits or vacation pay if available. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- e) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- f) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.


The attached document is agreed and represents the agreement of the parties during bargaining. Therefore, this document shall form basis of the new collective.

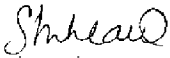
Signed this 11th day of September, 2024.

Signed on behalf of the
Canadian Union of Public Employees
and its Local 5110 Glen Hill Strathaven

Signed on behalf of the Employer


Jennifer Jemmott (Sep 11, 2024 15:52 EDT)


Sarah Coleman (Sep 11, 2024 16:29 EDT)






Ruth McFarlane (Sep 16, 2024 11:13 EDT)

LETTER OF UNDERSTANDING

between

GLEN HILL STRATHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 5110


Re: Vacation Scheduling

The Union will meet with the employer to discuss the process of scheduling vacation. It is understood that this is an issue within the Nursing Department. It is further understood that scheduling vacation in the other departments is not included in this process at this time as those departments provide for flexibility for staff. The purpose is to discuss the possibility of increasing the number of staff that are currently off at any one time and to satisfy the need to maintain staffing requirements to provide care for residents.


Signed this 11th day of September, 2024.

Signed on behalf of the
Canadian Union of Public Employees
and its Local 5110 Glen Hill Strathaven


Signed on behalf of the Employer



Jennifer Jemmott (Sep 11, 2024 15:52 EDT)



Sarah Coleman (Sep 11, 2024 16:29 EDT)







Ruth McFarlane (Sep 16, 2024 11:13 EDT)

LETTER OF UNDERSTANDING

between

GLEN HILL STRATHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 5110


Re: Grandparenting of Michelle Rendell


The Parties agree that Michelle Rendell shall be paid the 'Aides' rate of pay in the collective agreement and in addition shall receive the \$3.00 Permanent Wage Enhancement for each hour.


Signed this 11th day of September, 2024.

Signed on behalf of the Canadian Union of Public Employees and its Local 5110 Glen Hill Strathaven

Signed on behalf of the Employer


Jennifer Jemcott (Sep 11, 2024 15:52 EDT)




Sarah Coleman (Sep 11, 2024 16:29 EDT)


Ruth McFarlane (Sep 16, 2024 11:13 EDT)