

COLLECTIVE AGREEMENT

- between -

ST. ANNE'S PLACE

(hereinafter referred to as "the Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3823

(hereinafter referred to as "the Union" and "The Employees")

Expires

March 31, 2026

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 Both parties to this collective agreement are desirous of ensuring that suitable resident care is provided and maintained in St. Anne's Place. To achieve this end both parties desire:
- a) To provide an orderly relationship between the Employer and the Union and to settle the conditions of employment.
 - b) To recognize the mutual value of joint discussions in matters pertaining to working conditions, the morale and well-being of Employees insofar as these factors impact on the efficient and safe operation of St. Anne's Place and on the morale and well-being of its residents.
 - c) To encourage efficiency in operations.
 - d) To promote a work environment in support of the morale, well being and security of all St. Anne's Place residents and employees.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of St. Anne's Place save and except Maintenance Supervisor, Services Coordinator, Food Services Manager, Administrative Assistant, and persons above the rank of Maintenance Supervisor, Services Coordinator, Food Services Manager and Administrative Assistant.
- 2.02 For the purpose of this Collective Agreement;
- a) "Employees" shall be members of the bargaining unit as defined in Article 2.01 above;
 - b) Employees who regularly work more than forty-eight (48) hours per two-week period shall be defined as full-time Employees; and
 - c) Employees who regularly work forty-eight (48) hours or less per two-week period shall be defined as part-time Employees.
 - d) A casual Employee is defined as one who works on an intermittent (irregular) and as needed basis and depending on the employee's indicated availability.

- 2.03 No Employee shall make a verbal or written agreement with the Employer, which is in conflict with the terms of the collective agreement.
- 2.04 No bargaining unit Employee shall lose their job or suffer a reduction of six (6) hours or greater in their normal hours of work as a result of contracting out.

ARTICLE 3 – UNION SECURITY

- 3.01 Employees who are now or hereinafter become members of the Union shall maintain their membership in good standing in the Union as a condition of employment. Any new Employee shall, as a condition of continued employment, become and remain a member in good standing in the Union within thirty (30) calendar days of employment with the Employer.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union and the Employees recognize and acknowledge that, except where specifically abridged by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects, and without limiting or restricting this right or function:
- a) To maintain order, discipline and efficiency.
 - b) To hire, discharge, lay-off, recall, direct, classify, transfer, promote, evaluate, schedule vacations, demote and suspend or otherwise discipline an Employee subject to the right of the Employee to submit a grievance as provided herein except that a grievance may not be filed with respect to discharge of a probationary Employee.
 - c) To generally manage the operations and undertakings of the Employer and without restricting the generality of the foregoing:
 - i) to determine the work and services to be provided and performed, the scheduling of those services and the location(s) of those services, and the methods and work procedures, the content of jobs; job classifications; the scheduling of jobs; the scheduling of employees

including the scheduling of shifts and overtime; the number of employees to be employed; the standard of performance (both quality and quantity); the type of work to be performed; and the extension, limitation, curtailment or cessation of operation or any part;

- ii) to select, control and direct the use of all materials required in the operation of St. Anne's Place; and
- iii) to make, alter and enforce regulations governing the use of materials, equipment and the provision of services.

4.02 The Employer agrees that these rights and functions shall be exercised in a manner consistent with the purpose and terms of this Collective Agreement.

4.03 With respect to any new or amended policy/rule/regulation, the Employer shall provide a minimum of three (3) days' notice to the Union and affected employees.

ARTICLE 5 – CHECK-OFF UNION DUES

5.01 The Employer shall deduct from every Employee, Union dues, initiation fees, or assessments levied by the Union on its members in accordance with the Union Constitution and/or By-laws.

5.02 Deductions shall be made from each pay and a cheque shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the following month, accompanied by a duplicate list of the names of all Employees from whose wages the deductions have been made.

5.03 The Union will provide to the Employer written confirmation of any change in dues at least two weeks prior to the date of implementation.

5.04 The Union will save the Employer harmless from any and all claims, which may be made against the Employer for amounts deducted from the Employee's pay as herein provided.

5.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

- 5.06 Following the date of ratification and annually thereafter in January where the seniority list is provided to the Union pursuant to Article 15.03, the Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, or casual, etc.), and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive.

ARTICLE 6 – ACQUAINTING NEW EMPLOYEES

- 6.01 The Employer agrees to acquaint prospective 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.
- 6.02 On commencing employment or within thirty (30) days thereafter, the Employee's supervisor shall introduce the new Employee to the Union Steward or representative who is responsible for providing the Employee with a copy of the Collective Agreement. Such representative shall be given an opportunity to interview the new Employee within their regular working hours, without loss of pay, for a maximum of fifteen (15) minutes for the purpose of acquainting the new Employee with the benefits and duties of Union membership and the responsibilities and obligations to the Union.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Program Director or their designated representative and the Secretary of the Union or their designated representative, with a copy to the assigned CUPE National Representative, unless otherwise provided herein.
- 7.02 In order to assist the Union, the Employer shall make available to the Union on request, when applicable and available, information required by the Union regarding job descriptions, job classifications, wage rates, a breakdown of point rating on job evaluations and benefit plans for positions in the bargaining unit.

The Employer shall provide the union with a mailbox, located near the time clock. The Union agrees that depositing a letter, which has been time-stamped, within the mailbox shall be accepted as meeting the Employer's obligation for the delivery of correspondence to the President of the Union, or their designate, as specifically provided for within this agreement.

ARTICLE 8 – RELATIONSHIPS

- 8.01 The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restriction or coercion exercised or practised by either of them with respect to an individual by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability or otherwise as provided in the Human Rights Code nor with respect to an employee because of membership or non-membership in the Union or because of activity or lack of activity in the Union.
- 8.02 The Union agrees that there will be no Union activity on the Employer's premises except as specifically set out in this agreement or by written permission of the Employer.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 A grievance is defined as any difference, dispute or complaint arising out of the interpretation, application, administration or alleged violation of any provision of this Collective Agreement and shall be dealt with in the following manner.

All grievances shall be submitted in writing on a form supplied by the Union and shall contain the following:

- a) a written and detailed description of the circumstances giving rise to the complaint;
- b) the articles(s) of the collective agreement alleged to have been violated, misapplied, or misinterpreted;
- c) the relief or remedy sought;
- d) a signature by the grievor and/or the Union; and

e) the date.

It is agreed by the parties that grievances should be settled as early as possible in a Grievance Procedure.

9.02 Complaint Stage

Should any difference arise between the Employer and an Employee or Employees as to the interpretation, application or alleged violations of the provisions of this agreement, they shall be taken up in the following manner within five (5) working days from the event giving rise to the complaint occurred or five (5) working days from the time the Employee became aware of the event that the complaint was based with the understanding that the Employee (with a steward if the Employee so desires) shall discuss the grievance verbally with their Supervisor to see if it can be explained or adjusted.

Failing settlement at this stage and if the Employee feels they would like to submit the grievance at Step 1, or if the Union wishes to submit the grievance at Step 1 the following shall apply:

Step 1

An Employee having a grievance shall present it to their Steward in writing containing the information as outlined above. If the Steward considers the grievance to be justified, they shall jointly take the matter up within five (5) working days from the Complaint Stage discussion with the Supervisor. Within two (2) working days of receipt of the grievance, the Supervisor may request further information from the Union in order to respond to the grievance. The Union shall provide the information within five (5) working days of the request.

The Supervisor shall give their reply in writing to the Employee and the Union representative not later than five (5) working days following the receipt of the written grievance or the receipt of additional information, as the case may be. Failing a satisfactory settlement, the second step of the Grievance Procedure may be invoked within five (5) working days of the Supervisor's response at Step 1.

Step 2

Should the Employee be dissatisfied with the Supervisor's disposition of the complaint, the Steward shall submit the grievance in writing to the Program Director. Within ten (10) working days of the submission of the grievance, the Program Director shall convene a meeting to discuss the grievance with:

- The Employee and the Supervisor;
- Not more than two (2) Union representatives selected from amongst the Steward, the President of the Local and the Executive of the Union. In addition, it is understood that the Union may have the assistance of the CUPE National Representative at any time in the grievance process;
- The Program Director and/or up to two (2) advisors.

The Program Director shall give a written response within ten (10) working days of the meeting with the Employee and the Union.

Step 3

Failing a satisfactory settlement being reached at Step 2, the matter may, within ten (10) working days from the time of response at Step 2, be referred to the services of a Mediator mutually agreed to by the parties.

Where the parties agree to the use of a mediator, time limits will be extended by virtue of that agreement.

The cost of the Mediator will be shared between the parties.

Step 4

Failing a satisfactory settlement being reached at Step 2 or 3 and if the matter is to be referred to Arbitration, the matter shall within ten (10) working days from the time of response at Step 2 or the failure of resolution at Step 3, be referred to Arbitration.

9.03 No complaint or grievance shall be arbitrated which has not been commenced or processed in accordance with the grievance procedure. For the purpose of this

article Monday to Friday shall be considered working days. Time limits may be extended by mutual agreement.

- 9.04 After a grievance has been filed at Step 2, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance with the aggrieved Employee without the consent of the Union.
- 9.05 Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees, the Union, or the Employer has a policy grievance, Step 1 of the grievance procedure may be by-passed.

ARTICLE 10 – ARBITRATION

- 10.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by electronic mail to the other party of the Agreement and shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days after the receipt of such request, the other party shall answer by electronic mail indicating the name and address of its nominee to the Board of Arbitration. The two nominees shall select a third arbitrator to act as Chairperson of the Board of Arbitration.
- 10.02 If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within one month of the date of notice, the appointment shall be made by the Minister of Labour upon the request of either party.
- 10.03 Each party shall pay the fees and expenses of its own nominee and one-half of the fees and expenses of the Chairperson.
- 10.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed.
- 10.05 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provision of this agreement, nor to alter, modify, or amend any part of this agreement.
- 10.06 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to clarify the decision.

- 10.07 Where the parties agree in writing upon the selection of a single arbitrator, such person shall be substituted for a Board of Arbitration for the purpose of Article 10.
- 10.08 The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties. Subsection 48(16) of the *Labour Relations Act* does not apply.

ARTICLE 11 – DISCHARGE AND DISCIPLINE

- 11.01 When an Employee who has completed the probationary period will be discharged or will receive a written discipline, they shall be given in advance of the meeting the option of having a Union Steward present. The Employer shall obtain written confirmation, including an email, of the Employee's decision to decline union representation. The Union will receive a copy of such written confirmation. Such Employee and the Union shall receive the written discipline setting out the reason for the discipline promptly. It is understood and agreed that performance evaluations are not disciplinary in nature.
- 11.02 A claim by an Employee who has completed the probationary period that they have been unjustly discharged or suspended shall be processed under Article 9 – Grievance Procedure starting at Step 2.
- 11.03 It is the intent of the Union and the Employer to deal effectively with Employees' concerns about job responsibility and the Employer's concerns about job performance. The Employer will implement progressive discipline in the following manner:
- a) The Employee and Supervisor will discuss promptly any such concerns and seek an effective solution.
 - b) When there is a repeat occurrence of the concern, and the concern is of such a nature as not to involve any risk to the health and well-being of residents or other Employees, the Employer agrees that the Supervisor will meet with the Employee in the presence of a Steward or representative of the Union to discuss verbally the occurrence and the next steps. A notation of the discussion and the outcome will be placed in the Employee's file.

The Employer will agree to provide a copy of the written confirmation to the Union as follows:

- c) When the concerns remain unresolved, the Employer shall notify the Employee in writing and copy the Union, of the dissatisfaction concerning their work. Such written disciplines shall be placed in the Employee's personnel file.
- d) If the concerns continue, a suspension without pay will be imposed upon the Employee. Written confirmation will be provided to the Employee and copied to the Union.
- e) If the concerns continue, the Employee will be dismissed for just cause. Written confirmation will be provided to the Employee and copied to the Union.

Notwithstanding the above, when the occurrence is of such a nature as to result in potential harm or risk to the health or well-being of residents or other Employees, the Employer reserves the right to proceed immediately to giving the Employee a written discipline or, in extremely serious cases, to immediate discharge, it being understood that all disciplinary actions are subject to the grievance procedure.

- 11.04 The Employee shall be given a copy of any written discipline that the Employer intends to place in their personnel record. If this procedure is not followed, the written discipline shall not become a part of the Employee's record.
- 11.05 Copies of written disciplines given to the employee shall be forwarded to the Local Union President or delegate and the CUPE National Representative.
- 11.06 Each Employee shall on request be provided with copies of any performance evaluation or disciplinary notations on file in their personnel file.
- 11.07 No disciplinary note shall be maintained in the Employee's file for more than twelve (12) months provided no other similar disciplinary incident has taken place within this period. Notwithstanding the foregoing, discipline arising from incidents of potential harm or risk to the health or well-being of residents or other Employees shall be maintained in the Employee's file for no more than twenty-four (24) months provided no other similar disciplinary incident has taken place within this period.
- 11.08 An employee shall have the right to have their Steward present when the employee is required to attend a meeting arising from a formal fact-finding investigation in

which the employee could be subject to termination of employment or other written discipline resulting from their conduct which is the subject of the investigation. The Employer shall obtain written confirmation, including an email, of the Employee's decision to decline union representation. The Union will receive a copy of such written confirmation.

ARTICLE 12 – UNION REPRESENTATION AND COMMITTEES

- 12.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. Such representatives shall include:
- a) The Negotiating Committee for the purpose of renewing or amending the Collective Agreement consisting of the President of the Union Local and a maximum of two (2) other Employees,
 - b) Three (3) Stewards selected one from food services, one from personal support services, and one from maintenance.
- 12.02 The Union shall notify the Employer, in writing, of the names of all Union officers, committee members, and stewards at the time of their appointment, and the Employer shall not be required to recognize such representatives until it has been so notified.
- 12.03 The Union shall have the right to have the assistance of the National Representative of the Canadian Union of Public Employees when dealing or negotiating directly with the Employer. Such representative shall request permission of the Program Director to meet with Employees on the Employer's premises, and such permission shall not be unreasonably withheld. The Employer reserves the right to have counsel or some other party present when dealing with the Union.
- 12.04 Union Management Committee
- a) The Employer and the Union agree to the establishment of a Union-Management Committee to provide a forum for ongoing communication and to promote understanding, cooperation, discussion and resolution of issues and concerns of the Employees and St. Anne's Place, it being understood that the Committee does not have the power to bind either the Union or its

members or the Employer to any decisions nor to alter the provisions of this Collective Agreement.

- b) The Committee shall consist of two union representatives and two representatives of the Employer, with the capacity of either party to bring an additional resource person.
- c) The Chairperson of the first meeting shall be named by the Union and thereafter shall alternate between a member selected by the Employer and a member selected by the Union. The Chairperson at each meeting shall appoint a secretary who shall keep minutes of the meeting and circulate them to all members.
- d) The committee shall meet three (3) times a year, or more or less frequently, as deemed necessary by the committee, at a mutually agreeable time and place;
 - (i) The two (2) chairpersons will consult prior to each meeting to establish the agenda. The agenda together with any supporting documentation shall be circulated four (4) days prior to the meeting,
 - (ii) Either party may notify the other that they have no items for discussion and if the parties agree the meeting may be waived until the next date,
 - (iii) Either party may request an additional meeting as required.

12.05 Employees who are Union representatives shall receive the regular straight hourly rate for all regular hours they would have been scheduled to work but were unable to because of attending:

- a) Direct negotiations with the Employer to renew or amend this Collective Agreement up to but excluding conciliation; or
- b) Direct meetings between the Employee and the Employer or designate as provided in Article 9, Grievance Procedure, up to but excluding arbitration; or
- c) Scheduled meetings of the Union Management Committee.

12.06 It is understood that Union Officers, Stewards and Committee members have their regular work to perform and that if it is necessary for them to carry out functions under this Agreement, including but not limited to servicing a grievance during

working hours, they will not leave work without first obtaining the permission of their immediate Supervisor which shall not be unreasonably withheld. In obtaining such permission, the Employees shall state their destination to their immediate Supervisor and report again to them at the time of their return to work. The Employees must not be absent longer than is reasonably necessary on an issue that must reasonably be dealt with during working hours. The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

ARTICLE 13 – NO STRIKES OR LOCKOUTS

- 13.01 The parties agree that there will be no strikes or lockouts during the term of this Agreement. A "strike" or "lockout" shall be defined in the Labour Relations Act, 1995.

ARTICLE 14 – PROBATIONARY PERIOD

- 14.01 Newly hired Employees shall serve a probationary period. The probationary period for a permanent full-time Employee shall be one hundred and twenty (120) working days from the Employee's last day of hire. The probationary period for a part-time/casual Employee, shall be eight hundred and seventy-five (875) hours worked from the Employee's last day of hire.
- 14.02 Probationary Employees shall be entitled to all rights and privileges of this Agreement save and except they shall not serve as Union representatives and shall not have access to the grievance procedure with respect to termination of employment during the probationary period.
- 14.03 The Employee shall be notified in writing by the Employer when the probationary period has been completed and shall be credited seniority in accordance with Article 15.02. The Union shall be forwarded a copy of the notification to the Employee.
- 14.04 The Employer may extend the probationary period of a permanent full-time Employee, an additional twenty (20) days worked and in the case of a part-time Employee, an additional ninety-six (96) hours worked. The Employee and the Union shall be advised of all such extensions.

ARTICLE 15 – SENIORITY

- 15.01 Seniority is defined as the length of service in the bargaining unit from the last date of hire and shall include service with the Employer prior to certification or recognition of the Union, provided the Employee was not absent from work for any period exceeding twelve (12) continuous months for reasons other than illness, injury, or an approved leave of absence. If they have been so absent, seniority shall accumulate from the last date of hire.
- 15.02 Seniority shall be measured:
- a) For full-time Employees in terms of length of service (days, months, years) from the last date of hire;
 - b) For part-time and casual Employees in terms of aggregate paid hours from the last date of hire, one thousand seven hundred and fifty (1750) hours being equal to one (1) year.
 - c) Identical Seniority Rating – in the event that two (2) employees have identical seniority, names will be drawn in the presence of the Employer, Employees affected, and a Union representative to determine seniority ranking.
- 15.03 The Employer shall maintain a seniority list showing the current classification, the length of service (full-time) or aggregate paid hours (part-time and casual), the date of hire and seniority expressed in years. An up-to-date seniority list shall be sent to the Union and posted on the Union's bulletin board in January of each year. Any challenges to the seniority list must be made within ten (10) days of posting of the seniority list upon expiration of which the seniority list shall be deemed correct for all purposes.
- 15.04 An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, a leave of absence pursuant to the Employment Standards Act, 2000 or leave of absence approved by the Employer. An Employee shall lose their seniority and be deemed terminated in the event the Employee:
- a) is discharged for just cause;
 - b) resigns which is not rescinded within two (2) calendar days;

- c) is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible;
- d) following a layoff fails to notify the Employer of their intention to return to work or fails to return to work within ten (10) calendar days after being notified to do so by the Employer by courier to the last known address. The date of notification shall be the date of the sending of the notice.

It shall be the responsibility of the Employee to keep the Employer informed of their current address, phone numbers and personal email address. Laid off Employees engaged in alternate employment, who are recalled, shall be permitted to give their current employer four (4) weeks notice of termination to accept the recall.

- e) is laid off for a period longer than twelve (12) months.
- f) is a casual staff who has declined to work and/or cancelled a shift on three (3) occasions in any three (3) month period without reasonable explanation.

15.05 If an Employee accepts a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit for a period of thirty (30) days but will not accumulate any further seniority.

ARTICLE 16 – JOB POSTINGS AND STAFF CHANGES

16.01 When a permanent vacancy occurs, or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the Union bulletin board. An internal deadline for applications will be included which is ten (10) working days. The job posting will remain posted until filled. Applications for the job may be made during the application period (ten working days) in writing to Human Resources or a designate.

16.02 Job postings will identify the nature of the position, qualifications, required knowledge and education, skills, hours of work, and wage rates.

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

- a) The requirements of the position and the skill, ability and qualifications of the applicants; and

b) Seniority

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

16.04 A successful applicant shall be given a trial period of sixty (60) days. Conditional on satisfactory performance the Employee shall be declared permanent. In the event that the successful applicant proves unsatisfactory during the trial period, or if they are unable or unwilling to continue in the position, they shall be returned to their former position.

16.05 A temporary vacancy occurring within the bargaining unit for reasons of a WSIB leave, sick leave, long term disability or approved leave of absence, with an expected duration exceeding sixty (60) days, will be posted and Article 16.01 will apply.

If the application of an existing Employee is accepted to fill the posted temporary position, the Employee's position, now vacant, will be posted internally for a period not exceeding ten (10) days. If there are no successful applicants, the Employer may go externally to fill the position on a temporary basis. If the Employer does not fill the position at this time, it must notify the Union in writing providing reasons for not filling the position. Any postings pursuant to this Article will be limited to two (2) postings set out above.

All Employees who accept to fill a temporary vacancy will be returned to their previous position when the temporary position is closed.

16.06 If a permanent vacancy or new position is for part-time work, a part-time employee may apply to assume the hours of the posted position, in addition to their existing hours of work, provided the combined total hours do not exceed forty-eight (48) hours for a two-week period.

16.07 The Employer reserves the right to fill a vacancy temporarily pending the selection of an employee to fill the vacancy on a permanent basis. This posting period shall not exceed four (4) weeks for postings restricted to internal applicants.

16.08 The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other changes in employment status of members in the bargaining unit.

ARTICLE 17 – LAYOFFS AND RECALLS

- 17.01 A layoff shall be defined as a reduction in the work force or a reduction of four (4) hours or greater in the Employee's regular hours of work.
- 17.02 Where the Employer decides that circumstances require a permanent reduction in hours worked by individual staff members of a minimum of four (4) hours, the Employer undertakes to notify the Union as early as possible prior to announcing the reduction. The Employer will meet with the Union to explain the circumstances around the reduction in hours and to discuss with the Union possible alternatives, if any. The Employer agrees to provide affected Employees with four (4) weeks' notice.
- 17.03 Where the Employer decides that circumstances require a reduction in staff, the Employer undertakes to notify the Union as soon as possible prior to announcing the reduction. The Employer will meet with the Union to explain the circumstances around the reduction in staff and to discuss with the Union possible alternatives, if any. Employees will be laid off in the reverse order of seniority within their position classification within the bargaining unit. Notice of layoff shall be in accordance with the Employment Standards Act, 2000.
- 17.04 Any Employee who, having been laid off, decides to exercise their seniority rights by displacing an Employee with lower seniority rather than taking a layoff must possess the requisite knowledge, education, skills, abilities and qualifications, to perform the duties without additional training. An employee bumping into a job shall be paid at the job rate into which they transfer at the step indicated by their past experience.
- 17.05 It is mutually understood and agreed that, where a layoff occurs and where the exercise of seniority rights would result in a bargaining unit Employee having as their supervisor a member of their immediate family, the Employer shall require the Employee exercising seniority rights to accept layoff or such other position as defined in Article 17.02, if any, that does not result in them reporting to the family member referred to above.
- 17.06 If and when work becomes available within twelve (12) months from the date of layoff, such persons shall be recalled to work in order of their seniority provided they possess the required knowledge, education, skills, abilities and qualifications

to perform the duties of the position without additional training. An Employee recalled to work in a different classification shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

17.07 Employees on recall shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

17.08 The Employer shall notify the Employee of a recall opportunity by courier, addressed to the last address on record with the Employer. 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. If the Employee fails to notify the Employer of their intention to return to work or fails to return to work within ten (10) calendar days of being notified to do so, the Employee shall lose the right to recall and be deemed terminated. The date of notification shall be the date of the sending of the notice. The Employee is solely responsible for their proper address being on record with the Employer.

17.09 The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. No new Employee shall be hired until those laid off have been given an opportunity of recall.

17.10 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

17.11 Benefits on Layoff

In the event of a layoff of an Employee, the Employer shall pay its share of insured benefits premiums up to the end of the month in which the layoff occurs.

The Employee may, if permitted under the terms and conditions of the benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payments may be made through the payroll office of the Employer provided that the Employee informs the Employer of their intent to do so at the time of the layoff and arranges with the Employer the appropriate payment schedule.

ARTICLE 18 – HOURS OF WORK

- 18.01 The following sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. It is agreed and understood that St. Anne's Place is a twenty-four (24) hours per day, seven (7) days a week continuous operation and that services must be maintained.
- 18.02 The regular work period shall be seventy-five (75) hours per two-week period excluding a thirty (30) minute unpaid meal break in the approximate middle of each shift of seven and one-half (7½) hours length and two (2) thirty (30)-minute unpaid meal breaks in each shift of ten (10) to eleven (11) hours in length.
- 18.03 The Employer shall grant a paid rest period of fifteen (15) minutes in each scheduled work period of three and one-half (3½) hours or greater and two such periods in each scheduled work period of seven (7) hours or over, one in the first half and one in the second half of the scheduled work period.
- 18.04 Work schedules covering a four-week period will be posted two weeks in advance. Employees must indicate their availability including dates upon which they cannot work four (4) weeks in advance of posting. Any special requests concerning the work schedule must be made to the Supervisor four (4) weeks in advance of posting. Every reasonable effort will be made to respect such requests.

All full-time staff should be scheduled with two (2) consecutive days off in a two (2) week schedule.

- 18.05 An Employee who requests a change in the posted schedule is responsible for finding another Employee who is willing to exchange times or days off. The Employee is responsible for informing their Supervisor, and the Supervisor will amend the posted schedule on the bulletin board next to the time clock. It is the Employee's responsibility to provide written confirmation of the change to the office in advance of the exchange. Such requests shall not result in overtime compensation or any premium payment to any of the Employees affected. An employee is not permitted to work a back-to-back shift unless there is no one else available to work the shift.

When an Employee requests a scheduled day off which does not involve an exchange of shifts, the Supervisor will be responsible for finding a replacement. The request will be made well in advance of the day off and a minimum of one (1)

month prior, and is subject to the discretion of the Employer and will not be unreasonably withheld. Where a request is made for three (3) or more days off, the Employer will distribute those shifts amongst more than one staff by seniority on an equitable basis.

- 18.06 Where the Employer finds it necessary to change the posted schedule the Supervisor shall notify the Employees affected by the change as far in advance as possible. When one (1) calendar days' notice of such change is not given to an Employee, the Employee shall receive payment at time and one-half (1½) the regular rate for all such work performed within the required period of notice.

This provision shall not apply to changes necessitated by Employees' sickness or failure to report for work or due to an emergency situation at St. Anne's Place (e.g., a fire). In these circumstances eligibility for overtime pay shall be governed by Article 19.

- 18.07 Employees shall clock in and out at the beginning and end of their work shift.

- 18.08 To ensure continuity of service, it is agreed that:

- a) Employees who are unable to attend for a scheduled shift shall advise the Employer as soon as possible, at least eight (8) hours prior to the commencement of the day shift and eight (8) hours prior to the commencement of the evening or night shifts.
- b) An Employee who has not been relieved at the end of their shift as scheduled shall notify the Supervisor and, if required by the Supervisor, remain at work until replaced.
- c) When an Employee who is regularly scheduled to work, is unable to be present for any reason, the Employer shall call in a replacement as soon as practically possible. The classification of the replacement shall, if possible, be the same as the person they are covering for.

- 18.09 Vacation time shall be considered as time worked for the purposes of scheduling.

- 18.10 Employees temporarily transferred to perform the duties of a higher rated classification for four (4) or more hours, shall be paid the rate of the higher classification for all hours in which they performed the duties of the higher classification.

- 18.11 Notwithstanding Article 2.02 (b), it is agreed and understood that part-time employees performing the work of more than one (1) classification on a regular basis which results in the accumulation of more than seventy-five (75) hours of work in a two (2) week period, will be deemed full-time employees and entitled to all rights and privileges contained in the collective agreement. For the purposes of this article, "regular basis" means thirty-five (35) or more weeks in a calendar year.
- 18.12 The Parties agree that all available/emergency shifts shall first be offered to bargaining unit employees. The Employer agrees to canvas all employees prior to contacting an outside agency.

ARTICLE 19 – OVERTIME AND CALL-BACK

- 19.01 The Employer shall have the right to schedule reasonable overtime when, in its discretion, it is required. Overtime shall be approved by the Administrator and will be paid at time and one-half of the Employee's regular rate for actual hours worked beyond eighty (80) hours in a two-week period, or six consecutive days.

Note: It is understood by both parties that over-time will be paid at time and one-half (1½) of the Employee's regular rate for actual hours worked beyond eighty (80) hours in a two-week period or on the seventh consecutive day and each day thereafter until a day off is given. Overtime payment will be paid in the same pay period in which the overtime is worked.

- 19.02 When overtime is required, it shall first be offered on a voluntary basis, first to the most senior employee, except that, if sufficient qualified Employees do not volunteer to maintain the necessary services, the Employer may require Employees in reverse order of seniority to work overtime. The Employer will not require the same employee to work an overtime shift, until the entire employee seniority list (casual/part-time/full-time) has been exhausted in the reverse order. The Union consents to the working of overtime in such circumstances.
- 19.03 Replacement shifts required to cover for Employee vacations and leaves of absence shall be offered first at straight time rates to those full-time Employees whose regular hours of work in a two-week pay period are below seventy-five (75). The Employer will consider assigning a replacement shift at overtime rates only after the above approach has been exhausted. In such a case, the Employer shall

contact employees by seniority (i.e., from top of seniority list to bottom of seniority list).

- 19.04 An Employee who is called back to replace an Employee for a full shift on less than two (2) hours notice shall be paid for the full shift provided that they report for work within one-half (½) hour of the normal starting time.
- 19.05 An Employee who is called back outside their regular hours for other than replacement of scheduled work (e.g., equipment failure) shall be paid either a minimum of four (4) hours at straight time rates or at the applicable rate for actual hours worked, whichever is greater.
- 19.06 Failure to provide at least eight (8) hours rest between shifts shall result in the payment of overtime for any hours worked during such rest period.
- 19.07 Overtime payments shall not be pyramided or duplicated for the same hours under any of the provisions of this agreement.
- 19.08 Shift Premium

A shift premium shall be provided to all employees for the night shift (11:00 pm – 7:00 am) at the rate of forty cents (.40¢) per hour on all hours worked.

ARTICLE 20 – PAID HOLIDAYS

- 20.01 The Employer agrees that the following statutory holidays with pay shall be granted to Employees excluding casual employees:

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

And four (4) floating holidays for full-time Employees and two (2) float days for part-time Employees, which may be taken by mutual agreement at any time except during the Christmas holiday period, except where provided below. Employees will give the Employer a minimum of one (1) weeks' notice when they would like to take their float day when not required for an emergency. It is understood that the Christmas holiday period shall be from December 20th up to and including January

- 1st. Employees are eligible to take float days during the Christmas holiday period based on seniority on a first come, first serve basis, with the exception of December 24th, 25th, 26th and January 1st.
- 20.02 Employees are eligible for these holidays with pay in accordance with the provisions of the current *Employment Standards Act, 2000*, as amended.
- 20.03 Statutory holidays will be paid in accordance with the provisions of the current *Employment Standards Act, 2000*, as amended.
- 20.04 Where the paid holiday falls on an Employee's day off or during the Employee's vacation period, those Employees who qualify under 20.02, shall receive "one day's holiday pay" or a lieu day off together with "one day's holiday pay" to be taken at a time agreeable to the Employer within sixty (60) days of the paid holiday.
- 20.05 Employees who have agreed to and are scheduled to work on a statutory holiday in accordance with Article 19.02 shall be paid one and one-half (1½) times their regular rate for all hours worked on the paid holiday. If they qualified under Article 20.02 they shall be paid in addition for seven point five (7.5) hours at their regular rate as holiday pay, it being understood that the Employee may opt instead to take a lieu day together with "one days statutory holiday pay" as defined in Article 20.03. Such lieu day shall be taken at a time agreeable to the Employer within sixty (60) days of the holiday.
- 20.06 Employees who have agreed to or are scheduled to work on a designated holiday in accordance with Article 19.02 and fail to do so for reasons other than illness or injury which prevents the Employee from working, shall forfeit the pay and lieu day for the designated holiday.

ARTICLE 21 – VACATIONS

- 21.01 An employee shall receive an annual vacation with pay in accordance with the Employee's years of employment determined as of March 31st. The vacation year shall be from April 1st to March 31st. The vacation year shall start on April 1st.
- 21.02 A Permanent full-time Employee shall be entitled to paid vacation as shown in Column 2 below for the calendar year in which the Employee completes the years of service set out in Column 1:

Column 1: Years of Service	Column 2: Vacation with Pay
Less than one (1)	.83 days per month to a maximum of ten (10) days
One (1) to three (3)	Two (2) weeks
Four (4) to eight (8)	Three (3) weeks
Nine (9) to fifteen (15)	Four (4) weeks
Sixteen (16) to twenty-two (22)	Five (5) weeks
Twenty-three (23)	Six (6) weeks

- 21.03 A part-time Employee shall be paid vacation pay during each pay period in the percentage shown in Column 2 below, for the calendar year in which the Employee completes the years of service set out in Column 1:

Column 1: Years of Service	Column 2: Vacation Pay on Earnings
Less than one (1)	Four percent (4%)
One (1) to three (3)	Four percent (4%)
Four (4) to eight (8)	Six percent (6%)
Nine (9) to fifteen (15)	Eight percent (8%)
Sixteen (16) to twenty-two (22)	Ten percent (10%)
Twenty-three (23)	Twelve percent (12%)

- 21.04 Casual Employees shall receive vacation pay of four percent (4%) of earnings during each pay period in accordance with the *Employment Standards Act, 2000*.
- 21.05 Employees terminating their employment before they have taken their vacation entitlement shall receive a proportionate payment of wages (as per Articles 21.02 or 21.03) in lieu of such vacation. At the termination or commencement of employment, any month during which an employee has completed ten (10) or more working days will be considered a full month for the purpose of vacation entitlement.
- 21.06 Employees on unpaid sick leave, unpaid leaves of absence, (save and except pregnancy and parental leave or as may be required under the *Employment Standards Act, 2000*), and off on WSIB compensation that is greater than six (6) months, shall not be credited for vacation entitlement. Vacation entitlement shall be pro-rated for such absences during the vacation year(s) in which the absence occurs.

21.07 The end of the vacation year shall be March 31st at which time the maximum carry-over of vacation entitlement shall be five (5) days which must be booked by June 30th. Permanent full-time Employees who regularly work between forty-eight (48) and seventy-five (75) hours per two-week period shall have their vacation entitlement pro-rated accordingly.

21.08 Scheduling of vacation shall be decided by the Employer with consideration being given to the Employee's wishes. The Employer will post a vacation planner by February 1st each year. All Employees including part-time Employees entitled to vacation shall indicate when they wish to take their vacation. The vacation planner shall be completed by February 28th. The Employer shall notify the Employees in writing before March 31st of their approved vacation time. Vacation requests made after February 28th will be allocated on a first come first served basis subject to the right of the Employer to determine whether the Employee can be released.

Note: Since work schedules are posted in advance (see Article 18.04) an Employee's request for vacation must be made at least one (4) weeks in advance of the posting date in order to be considered for the next work schedule. Requests received after this will be considered subject to staff availability and will not be unreasonably denied.

21.09 In the case of two or more Employees in a unit requesting the same vacation period, the Employee with the greatest seniority shall be given preference provided that an Employee may not receive preference under this clause more frequently than once every three years.

21.10 Full-time Employees may not request pay in lieu of vacation time.

21.11 Once an Employee has completed the last working day prior to a scheduled vacation, no claim can be made for sick leave, bereavement leave or any other approved leave until the Employee has completed the scheduled vacation period and returned to work.

It is understood that claims for bereavement leave may be substituted for vacation time with satisfactory proof supplied to the Employer.

ARTICLE 22 – LEAVES OF ABSENCE

22.01 Unpaid Leaves of Absence

A leave of absence without pay may be granted by the Employer to Employees with one or more years' seniority for good and sufficient reasons on the recommendation of the Supervisor and the approval of the Program Director. Leaves of absence are difficult to schedule during the months of July, August and December.

Requests shall be in writing and be submitted at least seven (7) weeks in advance of the commencement of the leave unless circumstances make this impossible. Replies to the request shall be in writing.

When two or more requests are received and only one request can be approved, seniority will govern. Seniority cannot be used to change or reverse any existing approved leaves of absence.

Credits for seniority, vacation and sick leave will be suspended during the leave of absence. The Employer shall make no payments towards any benefit provided to the Employee by the Employer. Employees desirous of maintaining such benefits may arrange to prepay the premiums of such plans subject to the provisions and qualifications of the particular plan.

22.02 Pregnancy, Parental and other Statutory Leaves of Absence

Pregnancy, parental and other statutory leaves of absence without pay shall be in accordance with the current *Employment Standards Act, 2000* of Ontario.

The Employer shall provide the coverage and pay its share of the premiums for the benefits set out in Article 25 unless the Employee elects in writing that they do not wish benefits coverage or fails to make arrangements to pay their share of the premiums prior to the commencement of the leave.

Seniority shall continue to accrue during the employee's absence while on a statutory leave of absence.

Any request for an extension of a statutory leave of absence beyond that which an Employee is entitled to in accordance with the *Employment Standards Act, 2000* of

Ontario shall be at the discretion of the Program Director and shall not involve any expense to the Employer. The Employee shall not be entitled to accumulate seniority during the period of the extension.

22.03 Union Leave for Conventions and Conferences

Subject to the Employer's ability to maintain services, Employees selected by the Union to attend conventions and conferences of the Union shall be granted leave of absence without pay, provided that the Employer is given three (3) weeks notice in writing. No more than one (1) Employee per department may be absent at any one time, provided staff is available to cover the leave. The Employer shall continue to pay the Employee's wages and benefits for all time lost from their regular schedule, invoice the Union, and the Union shall forthwith provide full reimbursement to the Employer.

22.04 Bereavement Leave

On the loss of a next-of-kin or close relative and in order to attend the funeral and to fulfil family responsibilities, an Employee shall be compensated for scheduled hours missed, by reason of such absence, at their regular rate of pay for up to a maximum of three (3) consecutive days. In the event of the death of an Employee's parent, child, spouse, same-sex partner, brother, sister or step-child, an Employee shall be compensated for scheduled hours missed by reason of such absence at their regular rate of pay for up to a maximum of five (5) consecutive days, or a maximum of six (6) consecutive days if the Employee must travel out of the province to attend the funeral.

22.05 Court Attendance and Jury Duty

The Employer shall grant leave of absence without loss of regular pay to an Employee who serves as a juror or is required by "subpoena" to attend a legal proceeding as a witness, provided that the Employee:

- a) Notifies the Employer as soon as they become aware that they will be called, subpoenaed or receives the subpoena, whichever occurs first;
- b) Presents to the Employer proof of service requiring the Employee's attendance;
- c) Deposits with the Employer the full amount of compensation excluding mileage, travelling and meal allowances and an official receipt therefore.

The Employer's obligation to pay an Employee for jury or witness duty is limited to a maximum of twenty (20) days in any calendar year.

If not selected to sit on a jury or released as a witness, the Employee shall immediately contact their Supervisor for instructions respecting their return to work and, upon receiving such instructions, comply with same.

If the obligation duty is related to the Employees work for the Employer, all days related to said obligation will be considered working days.

ARTICLE 23 – SICK PAY

- 23.01 Sick pay is defined as the pay full-time and part-time Employees receive for the period of time they are absent from work because of an illness, injury or disability for which compensation is not payable under the Workplace Safety and Insurance Act.
- 23.02 Each Employee shall receive a sick pay credit of 1.33 days (prorated) per month. Such credits to be accumulated to a maximum of sixteen days of sick pay credit beginning with the first shift worked over each sick pay year (April 1st to March 31st).
- 23.03 An Employee shall receive sick pay at their regular wage rate for any time lost by reason of illness, disability or injury, other than for time lost because the Employee was unable to respond to a call-back, up to the full extent of sick pay credits available to them at the time of each absence.
- 23.04 The time for which an eligible Employee receives sick pay shall be deducted from their cumulative sick pay credits, but not deduction shall be made on account of any day on which the Employee is not scheduled to work or would be entitled to be off work.
- 23.05 When an Employee is absent without pay for any reason or is laid off on account of the lack of work and returns to work upon the expiration of such absence or layoff, they shall not receive sick pay credits for the period of such absence or layoff but shall retain the cumulated sick pay credits, if any, existing at the time of the commencement of such absence or layoff.
- 23.06 Following the close of each calendar year, the Employer shall advise each Employee in writing of the number of sick pay hours accrued to their credit.

23.07 Whenever possible, medical and other appointments are to be scheduled outside of working hours.

ARTICLE 24 – WAGES

24.01 The regular hourly rates payable to Employees shall be as set out in Schedule "A" attached hereto and forming part of this agreement.

24.02 The Employer shall pay wages semi-monthly by direct deposit. Each Employee will receive an itemized statement of earnings and deductions. Employees should bring questions about their pay stub promptly to the attention of the Administrative Assistant.

24.03 When a new job classification within the bargaining unit is established during the term of the Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If no agreement can be reached between the parties, the wage rate is subject to the grievance procedure.

ARTICLE 25 – EMPLOYEE BENEFITS

25.01 The Employer agrees to continue to maintain the benefit plans or their equivalent, currently in place, and to pay one hundred percent (100%) of the single/family premium for full-time Employees who have completed the probationary period, and who have elected to participate.

The benefit plans are as follows:

1) Supplementary Health Benefit including drug, vision care, out-of-Canada, major medical, private nursing and paramedical services.

Dental: Employer will pay 100% of the premiums. Coverage will be increased to 100%. Employees will be required to pay a yearly deductible on the following basis:

Single: One payment of \$50.00 per year

Family: One payment of a maximum of \$75.00 per year.

Vision: Increase to \$250.00 eye glass coverage once every two (2) years.

2) Long-Term Disability Benefit

- 3) Group Life Insurance of one and one-half (1 ½) times the annual wages.
- 25.02 The Employer agrees to continue to maintain participation in the pension plan "The General Synod Pension Plan (GSPP)" for all permanent full-time Employees who have completed their probationary period. The Employee's contribution of five percent (5%) of applicable wages shall be matched by the Employer.
- 25.03 All Employees shall be covered under the Workplace Safety and Insurance Act. The Employer covers the full cost of premiums.
- 25.04 The Employer shall pay the tax required to be paid under the Employer Health Tax Act.
- 25.05 Meals and Refreshments: Employees have access to St. Anne's Place dining room at no charge for one meal per full shift and beverages during rest periods.
- 25.06 Where uniforms are required as a condition of employment, the Employer shall provide such uniforms. The Employer will provide to the Union notice of six (6) months prior to the discontinuation of the requirement to wear uniforms.
- 25.07 The Employer will provide an annual allowance of one hundred and fifty dollars (\$150.00) for appropriate work clothing and/or appropriate non-slip shoes to be worn at work per employee upon submission of receipt of purchase clearly demonstrating type of clothing/shoe purchased.
- 25.08 It is understood that where a benefit is provided through an insurance policy or plan, the Employer is responsible solely for the payment of premiums unless otherwise agreed.
- 25.09 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.

ARTICLE 26 – GENERAL

- 26.01 The Employer shall provide a bulletin board on the thirteenth floor next to the Health and Safety bulletin board and one in the staff room so that all Employees will have access to it. The Union shall have the right to post notices on this bulletin board.

- 26.02 It is understood and agreed that the pronouns used in the Collective Agreement will be gender inclusive, and that where the feminine or masculine pronoun is used, it shall apply to an employee identifying as gender non-binary. Where the singular has been used in this Agreement it shall be considered as if the plural has been used and vice-versa where the content so requires.
- 26.03 The Employer shall provide the night shift with a lounge area for meals and rest periods.

ARTICLE 27 – HEALTH AND SAFETY

- 27.01 The Employer shall make every effort to ensure that the working environment for Employees is safe, healthy and free from violence, harassment and bullying.

ARTICLE 28 – COPIES OF AGREEMENT

- 28.01 Copies of the agreement will be reproduced in a format agreeable to both the Union and the Employer. The cost of such reproduction shall be shared equally by the Employer and the Union.
- 28.02 The Employer shall distribute a copy to each Supervisor, and the Union to each Employee.

ARTICLE 29 – TERM OF AGREEMENT

- 29.01 The term of this agreement shall be binding and remain in effect from January 1, 2024 to March 31, 2026 and shall continue thereafter from year to year unless either party gives to the other party notice in writing that it desires to renew, amend or terminate this Agreement. Such notice shall be given not earlier than ninety (90) days prior to the termination date.
- 29.02 In the event of such notification being given as to the amendment of this Agreement, the parties shall meet in negotiations and bargain in good faith within fifteen (15) working days, or such longer period as may be mutually agreed upon, following such notification.
- 29.03 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, the Agreement shall continue in full force and effect until a new agreement is signed between the parties.

SIGNED at Toronto, Ontario this 27th day of June, 2024.

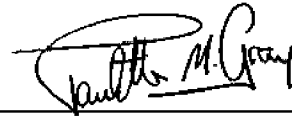
FOR THE EMPLOYER





FOR THE UNION









SCHEDULE A

Position	Points	Status	Jan 1, 2024- Mar 31 2025		Apr 1, 2025- Mar 31 2026	
			Start	2024	Start	2025
Cleaner	216	FT	\$18.22	\$18.62	\$19.58	\$20.00
		PT	\$19.13	\$19.56	\$20.52	\$20.95
Dietary Aide	238	FT	\$18.58	\$18.79	\$19.96	\$20.16
		PT	\$19.56	\$19.78	\$20.95	\$21.17
Cook	251	FT	\$19.24	\$19.45	\$20.62	\$20.84
		PT	\$20.28	\$20.51	\$21.69	\$21.92
PSW	265	FT	\$22.93	\$23.18	\$23.16	\$23.41
		PT	\$24.13	\$24.39	\$24.37	\$24.63
Maintenance	285	FT	\$20.57	\$20.81	\$22.48	\$22.72
		PT	\$21.70	\$21.94	\$23.63	\$23.88
Senior PSW	333	FT	\$23.15	\$23.40	\$23.38	\$23.63
		PT	\$24.36	\$24.63	\$24.60	\$24.88

FT is the normal job rate payable to all full-time employees.

PT is the rate payable to all part-time and casual employees. The PT rate shown above includes an add-on of six percent (6%) to the full-time job rate in lieu of the fringe benefits outlined in Article 25.01.

Letter of Understanding #1

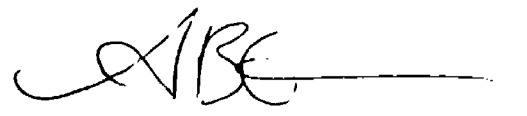
With respect to the assignment to Dietary Aides of replacement shifts, resulting from sickness or unscheduled absences of Dietary Aides, the Employer and the Union agree that the following process will be used to assign the vacant shift.

- 1) A list of Dietary Aides shall be created in order of seniority.
- 2) Each Dietary Aide will provide the Supervisor with a list of times they are not available to accept replacement shifts. It is the responsibility of the Employee to inform the Employer in writing of any changes in their availability.
- 3) The Supervisor, when offering unscheduled replacement shifts, will proceed down the list from the most senior to the least senior. The Supervisor will continue down the list before returning to the top.
- 4) If the Employee is already working the shift, is not available according to the Employee's availability list, cannot be contacted or is unable to accept the shift when contacted, the Supervisor will move to the next Employee with the offer of the shift.
- 5) If the Employer has received forty-eight (48) hours or more notice of the need for an un-scheduled replacement shift, the shift shall be filled in accordance with 4) above except that Employees who can be contacted or who have a message service will be given twelve (12) hours to respond to the Employer. The Union and the Employer agree that if more than one Employee accepts to take the shift the Employee next in line (turn) on the seniority list will received the shift.

SIGNED at Toronto, Ontario this 27th day of June, 2024.

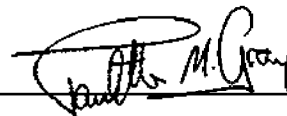
FOR THE EMPLOYER





FOR THE UNION









Letter of Understanding #2

Re: Replacement Shifts/Emergency PSW Shifts

1. Shifts for both Dietary Aides and PSW's will be offered in order of seniority respectively, first to any available Part-Time employees, second to any available Casual employees, third to any available Full-Time employees, and lastly to agency staff, in accordance with Article 18.12.
2. It is the responsibility of the Employee to inform the Employer in writing of their availability, and of any changes to their availability.
3. If the Employee is already working or is not available according to the Employee's listed availability, or cannot be contacted, or working the shift would cause the Employee to work seven (7) days in a row, or is unable to accept the shift when contacted, the Supervisor/Delegate will move to the next Employee on the list to offer the shift, in accordance with paragraph 1 above.
4. If the Employer has received forty-eight (48) hours or more notice of the need for an un-scheduled replacement shift, the shift shall be filled in accordance with (3) above, except that Employees who can be contacted or who have a message service will be given twelve (12) hours to respond to the Employer. The Union and the Employer agree that if more than one Employee accepts to take the shift the Employee next in line (turn) on the seniority list will receive the shift.

Emergency Assigned Shifts – PSW Employees ONLY

In the event that a PSW shift becomes available due to an unplanned absence/sick call with less than eight (8) hours notice in accordance with Article 18.08 and the above call-in process has been exhausted, including no agency staff available, the following procedure will be followed to assign the shift:

- First to Casual PSW Employees on duty in order of reverse seniority
- Second to PSW Part-Time Employees on duty in order of reverse seniority
- Lastly to Full-Time PSW Employees on duty in order of reverse seniority


Once a PSW employee has been assigned an "emergency coverage" shift, the next occurrence will result in the next PSW employee being assigned the shift in accordance with the above process.


The Employer will continue with the above process and will not assign the same PSW employee an "emergency coverage" shift, until the entire PSW employee seniority list (casual/part-time/full-time) has been exhausted in the reverse order.

X5. The Employer shall cover the cost of a taxi if the PSW employee makes such request, does not have transportation, and is released from work between the hours of 10:00 p.m. and 7:00 a.m.


SIGNED at Toronto, Ontario this 27th day of June, 2024.


FOR THE EMPLOYER







FOR THE UNION









Letter of Understanding #3

Re: Article 19 – Overtime and Call Back

With the respect to the assignment of Personal Support Worker (PSW) staff of replacement shifts, the Employer and Union agree that the following process will be used to assign the vacant shift.


- 1) Replacement shifts required to cover for PSW scheduled PSW absences such as vacations and leaves of absences shall be offered first at straight time to those full-time PSW employees whose regular hours of work in a two (2) week period are below the seventy-five (75) hours. Where possible, seniority will be respected when assigning such replacement shifts. The Employer will consider assigning a replacement shift at overtime rates only after the above approach has been exhausted. (Article 19.03)

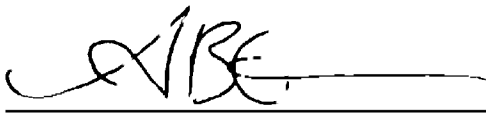
- 2) The assignment of replacement shifts resulting from sickness or unscheduled absences of PSW staff will be assigned in the following manner:
 - The supervisor or their delegate will first contact the part-time PSW employees staring with the most senior and working down the list to the least senior until a replacement is found. If there is no available part-time PSW, the supervisor/delegate will then contact casual staff.

 - If no qualified part-time/casual PSW employees are able to fill the shift, the Employer may then require full-time PSW employees in reverse order of seniority to work overtime. (Article 19.02)


SIGNED at Toronto, Ontario this 27th day of June, 2024.

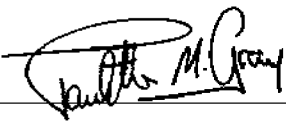
FOR THE EMPLOYER







FOR THE UNION









Letter of Understanding #4

Rotational Call-in List for Public Holidays

When it is necessary to call in staff to work on any of the Public Holidays in accordance with Article 20.01 of the current Collective Agreement, staff will be called in by seniority on a rotational basis in the following order:

1. Part time
2. Casual
3. Full time

It is understood that the current and up to date seniority lists will be utilized following ratification of this agreement. Once an employee has accepted a Public Holiday call in shift, their name will be moved to the bottom of the applicable rotational call-in list (Part time, Casual, Full time). A separate list for each shall be kept up to date by the Employer, and available upon request by the Union.

SIGNED at Toronto, Ontario this 27th day of June, 2024.


FOR THE EMPLOYER





FOR THE UNION









Letter of Understanding #5

RE: Scheduling

At the request of either party, the Union Management Committee will meet in good faith to discuss scheduling with a view to attempting to resolve issues which may continue to occur around scheduling.

SIGNED at Toronto, Ontario this 27th day of June, 2024.

FOR THE EMPLOYER

FOR THE UNION







