

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**ASPIRA ROYALE PLACE RETIREMENT LIVING**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5339**

**FEBRUARY 15, 2022 TO FEBRUARY 14, 2025**

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## **PREAMBLE**

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

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manner.

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **ARTICLE 1 – MANAGEMENT RIGHTS**

1.01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

- (a) To maintain order and efficiency.
- (b) To hire, promote, transfer, layoff, suspend employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer provided such discharge is not otherwise arbitrary, discriminatory or in bad faith.
- (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of residents, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules will be available to all employees and to the Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and the Union.

1.01 (d) To determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

1.02 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Human Rights Code and each of the parties hereto agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status or family relationship, not by reason of their membership or non-membership or activity or lack of activity in the Union, or any other reason.

**ARTICLE 2 – RECOGNITION**

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5339 as the bargaining agent for all employees of Aspira Royale Place Retirement Living in the City of Kingston, save and except supervisors and persons above the rank of supervisor, reception (concierge), drivers, office and clerical staff.

2.02 Work of the Bargaining Unit

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction of hours of any employee in the bargaining unit. It is understood that the “hands-on” work of the Director of Wellness, Dining Room Manager, Executive Chef, Lifestyle Consultant or the Manager on Duty is not work normally done by employees in the bargaining unit.

2.03 No Other Agreements

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

2.04 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that it will not contract out, sub-contract, transfer, lease, assign, or convey, any work or services normally performed by members of the bargaining unit if it will result in the layoff of any bargaining unit member.

2.05 Representatives of Canadian Union

With prior agreement of the General Manager or designate, the Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. Notwithstanding the above, it is understood and agreed that the activities of the National Representative(s)/advisor(s) shall not disrupt the normal operations of the Residence. The Employer may designate an area of the building where such access will take place.

2.06 Definition of Employee

- (a) A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work thirty (30) hours or more per week, who makes a commitment to be available on a pre-scheduled basis, and in respect of whom there is advance scheduling.
- (b) A "part-time" employee shall be deemed to be an employee who is regularly scheduled to work fewer than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis, and in respect of whom there is advance scheduling.
- (c) A "casual" employee is an employee who works on an irregular basis as needed by the Employer.

**ARTICLE 3 – NO STRIKES/NO LOCKOUTS**

- 3.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

**ARTICLE 4 – NO DISCRIMINATION/NO HARASSMENT**

- 4.01 The Employer and the Union recognize the right of all Employees to work in an environment free from all types of harassment including but not limited to personal harassment from any reprisal or threat of reprisal for the rejection of such behaviour.

The Employer will ensure that employees are made aware of the Employer's policy and copies will be made readily available.

## **ARTICLE 5 – UNION SECURITY AND CHECK-OFF**

### **5.01 Union Security**

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **5.02 Deductions**

- (a) Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages deductions have been made. A copy of this list shall also be forwarded to the Secretary of the Local Union.
- (b) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

### **5.03 New Employees**

The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired employee who is a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

### **5.04 T4 Slips**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

## **ARTICLE 6 – CORRESPONDENCE**

- 6.01 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the General Manager or their designate and to the Local President and the National Representative of the Union.

## ARTICLE 7 – UNION – MANAGEMENT RELATIONS

### 7.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than, two (2) members of the Union as appointees of the Union and the National Servicing Representative. The Union will advise the Employer in writing of the Union nominees to the Committee.

The Employer shall pay Bargaining Committee members their respective wages for all time lost from regularly scheduled hours while in negotiations with the Employer of the Collective Agreement and renewals thereof, up to and including conciliation.

### 7.03 Union Management Committee

A Union Management Committee shall be established consisting of an equal number of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

#### Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 3) Correcting conditions causing grievances and misunderstandings.

### 7.03 Continued

#### Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least one (1) week in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

#### Chairperson of the Meeting

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

#### Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Both parties shall rotate the responsibilities of preparing the minutes.

#### Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

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

### 7.04 Health and Safety Committee

- (a) The employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness;
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees;
- (c) Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health;
- (d) Meetings shall be held at least every third month. The Committee shall maintain minutes of all meetings and make the same available for review, such minutes are to be posted on the Health and Safety Board;

7.04 Continued

- (e) Any representative appointed or selected in accordance with (b) hereof shall serve for a minimum term of one calendar year from the date of appointment, unless otherwise agreed by the committee. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance;
- (f) The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.

**ARTICLE 8 – GRIEVANCE PROCEDURE**

8.01 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 and processing their grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them.

8.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union Officers and Stewards shall be entitled to leave their work during working hours in order to carry out the investigation and processing of grievances. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor or the General Manager. Such permission shall not be unreasonably withheld.

8.04 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 or a case where the Employer has acted unjustly, improperly or unreasonably.

## 8.05 Settling of Grievance

It is the mutual desire of the parties hereto that complaints of the employee(s) shall be adjusted as equitably as possible, and it is understood that an employee has no grievance until he has first given their supervisor an opportunity to adjust their complaint.

The Union or any employee has the right to lodge a grievance, with respect to any matter arising out of the interpretation, application or alleged violation of this Agreement.

If an employee has an unsettled complaint within the terms of this Agreement, it may be taken up as a grievance within five working days after the circumstances giving rise to the grievance occur, in the following manner and sequence:

### Step 1

The aggrieved employee shall present their grievance in writing to their supervisor on a regular grievance form supplied by the Union. They shall have the assistance of their Steward if they so desires. The supervisor shall give their decision within five (5) working days following the presentation of the grievance to them. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

### Step 2

Within five (5) working days after the decision is given under Step 1, the aggrieved employee may, with their Steward, present the grievance to the General Manager or their authorized representative. Unless otherwise agreed by the parties, the parties shall schedule a meeting within five (5) working days between the grievor, Union Steward, Union Staff Representative and the Employer unless an alternative time frame is jointly agreed to by the parties. The decision of the Employer will be rendered in writing within five (5) working days following such meeting.

### Step 3

If the final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 9 below at any time within ten (10) working days after the decision is given under Step 2, and if no such written request for arbitration is received within the time specified, then it shall be deemed to have been abandoned.

## 8.06 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 and 2 of this Article may be by passed.

8.07 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.

8.08 Replies in Writing

Replies to grievances shall be in writing at all stages.

8.09 Definition of Working Days

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

**ARTICLE 9 - ARBITRATION**

9.01 (a) Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8 and shall signify when such notice a list of three (3) suggested arbitrators to act as a Sole Arbitrator. The recipient of the notice shall within five (5) days inform the other party of agreement to one of the suggested arbitrators, or provide a list of three (3) alternate arbitrators. If the parties can agree to a Sole Arbitrator within thirty (30) days of the notice referring the matter to Arbitration, Where the parties cannot agree on the Sole Arbitrator, either party may request that the applicable government Ministry make the appointment.

- b) Notwithstanding the foregoing provisions respecting the engagement of a Sole Arbitrator, if the parties agree, a Board of Arbitration shall be chosen to act in the same capacity and having the same powers as a Sole Arbitrator. The party seeking the establishment of a Board of Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.

9.02 Payment for Board of Arbitration

- a) Each of the parties shall be responsible for the fees and expenses of its own witnesses and counsel. The fees and expenses of the Sole Arbitrator shall be shared equally by the parties in this Agreement.

## 9.02 Continued

- b) In the case of a Board of Arbitration, each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

## 9.03 Powers of the Arbitrator or Board

The Arbitrator or Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement of the facts of the grievance(s) involved. Only grievance arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Arbitrator or Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

## 9.04 Decision of the Arbitrator or Board

The Arbitrator or Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the Arbitrator or majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

## 9.05 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties in writing.

## 9.06 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

## **ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### 10.01 Clearing the File

The record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided the employee remains discipline free during that period. However, incidents involving physical abuse of a resident shall remain on the file permanently.

10.02 Discipline Notices

Whenever the Employer issues a disciplinary notice to an employee, the Employer will also provide the Union President with a copy of that notice within five (5) days after it has been issued.

10.03 Discharge and Suspension Grievances

A claim by an employee, who has completed their probationary period, that they have been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is filed with the Employer at Step 2 of the grievance procedure within five (5) working days after the employee has been discharged or suspended.

10.04 Designation of Supervisor

Every employee shall be notified of their immediate designated supervisor.

10.05 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review their personnel file. The employee is entitled to receive a copy of the file if requested.

An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.06 Right to Have Steward Present

An employee shall have the right to have their Steward present at any meeting in which disciplinary action may result. The Employer shall notify the employee of the right to request the presence of the Union Steward before the meeting commences.

**ARTICLE 11 - SENIORITY**

11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

## 11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the employees classification and date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and June of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 11.03 below.

Employees may challenge their seniority dates for a period of thirty (30) days after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct. However, an employee who is absent when the list is so posted shall have thirty (30) days from the date of their return to work to challenge the seniority list and if they fail to do so, the seniority list as posted shall be deemed to be correct.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified within the bargaining unit.

## 11.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 An employee shall lose their seniority rights and be deemed to have been terminated if:

- (a) They voluntarily resigns or retires;
- (b) They are discharged for just cause and is not reinstated through the grievance or arbitration procedures;
- (c) They are absent from work for three (3) consecutive scheduled shifts without notifying the Employer, unless they can provide a reasonable explanation.
- (d) They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (e) They are laid off in excess of twenty-four (24) months.
- (f) They fail to return to work upon the expiry of an authorized leave of absence, unless they can provide a reasonable explanation for not doing so;
- (g) They utilize an authorized leave of absence for purposes other than those for which the leave was granted.

11.04 Continued

- (h) They are absent from work for more than twenty-four (24) months by reason of illness or other physical disability with no reasonable likelihood of return to work.
- (i) They are absent from work for more than twenty-four (24) months by reason of absence while in receipt of Workplace Accident Insurance, with no likelihood of return to work.

11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an employee transferred and/or promoted out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months from the start date of the transfer and/or promotion, they shall accumulate seniority during the period of time outside the bargaining unit.

11.06 If an employee transfers from part-time to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: eighteen hundred and fifty (1850) hours paid equals one (1) year.

11.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals eighteen hundred and fifty (1850) hours paid.

**ARTICLE 12 – PROMOTIONS AND STAFF CHANGES**

12.01 (a) Job Postings

All permanent vacancies or newly created classifications determined by the Employer to be filled shall be posted for ten (10) days at one location in the Residence during which time employees may apply for the said position in writing on a form supplied by the Employer.

Any notice posted pursuant to 12.01(a) above shall contain the following information:

12.01 (a) Continued

Classification, qualifications, shift, pay, as per the Collective Agreement.

If no application is received from an employee of the Residence within ten (10) days of the job posting, or if no employee qualifies within the trial period as set forth in 12.03, for the vacancy, then the Employer may hire an employee from outside the bargaining unit. Notwithstanding the above, nothing in this article shall prohibit the employer from simultaneously advertising an open position externally.

(b) Temporary Vacancies

A temporary vacancy (which is a vacancy of less than six (6) weeks) can be filled at the discretion of the Employer on a temporary basis with a member of the bargaining unit.

(c) Successful Applicant

The successful applicant shall be placed on trial for a period of ten (10) shifts. Conditional on satisfactory service, such trial promotion shall become permanent after the period of ten (10) shifts. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds they do not want 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.

(d) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed twelve (12) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to their former position. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

#### 12.02 Methods of Making Appointment

Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:

- (a) Seniority;
- (b) Skill, competency, efficiency, ability and reliability.

Where the qualifications in factor (b) are relatively equal, then seniority shall govern.

#### 12.03 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

The Union will be supplied a copy of each posting and administrative error in this regard shall not void the job posting.

#### 12.04 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation and/or leave of absence, that they wish to be considered for any potential job posting which might arise during their vacation and/or leave of absence.

The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation and/or leave of absence, the written notice will be considered an application. The written notice is only valid during the vacation and/or leave of absence period immediately following its delivery to the manager.

#### 12.05 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate.

## 12.05 Continued

If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

## **ARTICLE 13 – LAYOFFS AND RECALLS**

13.01 Layoffs, under the provisions of this Collective Agreement, shall be defined as per the Employment Standards Act as amended.

### 13.02 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 thirty (30) days' notice 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 as amended.
- (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. 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.

13.03 Layoff Procedure

- (a) In the event of layoff, 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 without training other than minimal orientation.
  - (b) An employee who is subject to lay-off shall have the right to either:
    - i) Accept the layoff; or
    - ii) Displace an employee who has:
      - (1) less bargaining unit seniority in a lower or identical paying classification; and
      - (2) who has scheduled hours less than or equal to or within seven and one-half (7½) hours more than the employee being laid off; and
      - (3) 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 three (3) 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.
- 13.04
- (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 by law to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
  - (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 even (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.

## ARTICLE 14 - HOURS OF WORK

### 14.01 Normal Hours of Work

- (a) The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday.
- (b) The Parties recognize that there are shifts that have less than seven and one-half (7½) hours per day.
- (c) In no instance will any employee be required to work more than six (6) consecutive days without receiving their day off, unless otherwise mutually agreed.
- (d) Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

### 14.02 Days Off

A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday.

### 14.03 Posting Schedule

The Employer agrees to post work schedules two (2) weeks in advance. Once the schedule is posted, it shall not normally be changed. In the event the Employer finds it necessary to change the schedule, the affected employee shall be provided with twenty-four (24) hours' notice of the change except in the cases of circumstances beyond the control of the Employer.

There shall be no scheduled split shifts, unless otherwise mutually agreed between the Employer and the Union.

The Union shall receive a copy of the said schedules on request.

### 14.04 Rest Period

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

- (a) four (4) hours or more                      one (1) fifteen (15) minute break
- (b) five (5) hours but less than              one (1) thirty (30) minute unpaid meal  
six and one-half (6½) hours                  break and one (1) fifteen (15) minute paid  
break
- (c) six and one-half (6½) hours or              one (1) thirty (30) minute unpaid meal  
more    break and two (2) fifteen (15) minute paid  
breaks, one (1) in each half of the shift

14.04 Continued

The Employer will schedule unpaid meal periods and breaks.

14.05 Reporting Pay

- (a) Employees who report for any scheduled shift in excess of four (4) hours will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the home. For shifts less than four (4) hours, employees shall be entitled to the number of hours for their scheduled shift. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.
- (b) If requested by the Employer, the employee shall perform available work as the Employer may assign.

14.06 Shift Exchange

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and submitting to the employer one (1) week in advance of the request, for approval of the exchange by the Department manager. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve a shift premium or shift differential, such premium shall be paid to the employee working the shift to which the premium applies.

The Employer shall not be responsible or liable for overtime claims and non-compliance with the collective agreement that might arise or accrue as a result of the exchanges of shifts.

14.07 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

**ARTICLE 15 – OVERTIME**

- 15.01 Employees shall be paid at the rate of time and one-half their regular hourly rate for all hours worked in excess of seven and one-half (7½) hours (or eight (8) hours where applicable to the classification) per shift on the employee's regular workday or, in the case of full-time employees, for all hours worked on the employee's regularly scheduled days off.

15.02 No Lay Off to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

15.03 Distribution of Overtime

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

15.04 Time Off in Lieu of Overtime

Instead of payment for overtime, the parties may mutually agree for an employee to receive time off at the appropriate overtime rate at a time agreed to by the employee and the Employer.

15.05 No Pyramiding

There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid Holiday pay.

15.06 Meal Allowance

An employee required to work more than four (4) hours of overtime following their shift will be provided with a meal or, upon request, a meal voucher to be used at another time.

**ARTICLE 16 - HOLIDAYS**

16.01 The Employer recognizes the following paid Holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

Full-time employees shall be entitled to two (2) float personal days per year with pay to be taken on a day mutually agreed between the Employer and the Employee.

Part-time employees shall be entitled to one (1) float personal day per year with pay to be taken on a day mutually agreed between the Employer and the Employee.

16.02 Holiday Qualifications

Employees shall qualify for holiday pay as per the Employment Standards Act as amended.

16.03 Payment for Holidays

Employees working on one of the above-noted holidays shall receive pay at the rate on one and one-half (1½) the employee's regular hourly rate plus holiday pay as calculated in the Employment Standards Act.

16.04 Holidays for Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off at a time mutually agreed upon between the employee and the Employer.

Employees not working on one of the above named holidays shall be compensated as per the Employment Standards Act as amended.

16.05 Christmas or New Year's Off

The Employer shall endeavour to provide full-time employees with either Christmas Day or New Year's Day off, on a rotating basis so that full-time employees will have an equal opportunity.

**ARTICLE 17 - VACATIONS**

17.01 The vacation year runs from January 1 to December 31. Vacations are not cumulative from year to year and must be taken in the year. Vacations not taken will not be paid out. Full-time employees shall be entitled to the following vacations with pay accrued during the previous twelve (12) month period (January to December).

Length of Vacation:

Less than one (1) year of service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of service	10 working days (4% for part-time)
Four (4) years of service	15 working days (6% for part-time)
Eight (8) years of service	20 working days (8% for part-time)

Part-time employees may request a vacation period (unpaid leave of absence)

Vacation pay is calculated at the applicable percentage over the employee's gross earnings as defined by the Income Tax Act:

17.01 Continued

Part-time and casual part-time employees shall receive vacation pay every pay.

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be paid their holiday pay as per the Employment Standards Act.

17.03 Vacation Scheduling

- (a) Vacation preference lists shall be posted not later than March 1<sup>st</sup> each year and shall remain posted until April 1<sup>st</sup> in order to give employees an opportunity to record their vacation period preferences. Following review and approval by the Employer final vacation lists shall be posted in all Departments by April 15<sup>th</sup> of each year and will not be changed unless by mutual agreement.
- (b) The Employer will consider the wishes of employees in order of seniority. The final right to determine vacation time is vested exclusively with the Employer to ensure efficient operation of the Residence. Once vacation lists are posted, there shall be no change in vacation assignment without consultation with the employee affected.
- (c) Vacation requests made after the preference date shall be determined by the General Manager or designate having due regard to the proper operation of the Residence on a first come first served basis, not on the basis of seniority.

17.04 Approved Leave of Absence During Vacation

- (a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness, the period of such illness shall be considered sick leave.
- (c) The portion of the employee's vacation which is defined to be sick leave under the above provision will not be counted against the employee's vacation credits.

**ARTICLE 18 – SICK LEAVE**

18.01 Sick Leave Defined

Sick leave is for the sole and only purpose of providing income protection in the event an employee has a non-occupational illness or injury.

#### 18.02 Amount of Sick Leave

Full-time employees who have completed probation, will be eligible to accrue sick leave at a rate of three and three-quarter (3¾) hours a month to a maximum of forty-five (45) hours. Effective date of ratification, Full-time employees who have completed probation, will be eligible to accrue sick leave at a rate of three and three-quarter (3¾) hours a month to a maximum of sixty (60) hours.

Part-time employees who have completed probation, will be eligible to accrue sick leave at a rate of three and three-quarter (3¾) hours a month to a maximum of thirty (30) hours. Effective date of ratification, Part-time employees who have completed probation, will be eligible to accrue sick leave at a rate of three and three-quarter (3¾) hours a month to a maximum of forty-five (45) hours.

#### 18.03 Proof of Illness

The Employer may request proof of disabling accident or sickness from an employee or an employee who demonstrates a pattern of illness. The Employer shall exercise discretion when making such requests. When the Employer requires a sick leave certificate and the medical provider charges the Employee for such certificate outside of OHIP, the Employer shall pay for the certificate.

#### 18.04 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

#### 18.05 Sick Leave

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use accrued sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

#### 18.06 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact in advance of the commencement of their scheduled shift, provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

## ARTICLE 19 - LEAVE OF ABSENCE

### 19.01 General Leave

Except as provided below, the Employer may grant a leave of absence without pay and without accumulation of seniority, provided that it receives at least one (1) months' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the workplace. When applying, applicants must indicate the date of departure and specify the date of return. If a leave of absence is granted, the Employee shall be advised in writing. Notwithstanding the above, a person on leave for Union business shall be on leave without loss of seniority.

To qualify for leaves of absence as stipulated above, the employee must have completed twelve (12) months of employment with the Employer, and it is expressly understood no benefit except as hereinafter provided shall accrue to or be paid to any employee on a leave of absence.

### 19.02 Leave for Union Business

The Employer shall grant leaves of absence to employees to attend Union Conventions, seminars, Education Classes or other Union Business. The Union agrees that, in making requests for leaves of absence, it not unduly affect the proper operations of the Residence.

Employees on such leave of absence will be paid by the Employer, who will be reimbursed by the Union, for the amount paid to the employees. The amount shall include any costs associated with the employee's employment. Such employee shall be on leave without loss of seniority.

For such leaves of absence, the Union must provide as much notice as possible, but no less than fifteen (15) calendar days, to the Employer, in writing.

### 19.03 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

### 19.04 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receives for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

#### 19.04 Continued

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

#### 19.05 Bereavement Leave

- (a) Upon the death of an employee's spouse (which includes same sex partner), child, stepchild, mother, father, stepmother and stepfather, an employee shall be granted a leave of absence up to a maximum of five (5) consecutive calendar days without loss of pay or service immediately following the death.
- (b) Upon the death of an employee's, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild, son-in-law or daughter-in-law, the employee shall be granted a leave of absence up to a maximum of three (3) consecutive calendar days without loss of pay or service immediately following the death.
- (c) An employee shall be granted one (1) scheduled day bereavement leave without loss of pay or service for the purposes of attending the service of an aunt or uncle.
- (d) In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment.
- (e) Where it is necessary because of distance, the employee may request additional unpaid leave.
- (f) An employee will not be eligible to receive payment under this provision for any period in which the employee is receiving holiday or vacation pay.

#### 19.06 Pregnancy Leave

- (a) The Employer shall grant leave of absence without pay to a pregnant employee with at least thirteen (13) weeks of continuous service prior to the commencement of the pregnancy leave.
- (b) The leave of absence shall be in accordance with the provisions of the *Employment Standards Act, 2000* as amended.
- (c) Seniority and service, and credit for service for vacation accrual, continue to accrue during the pregnancy leave.
- (d) An employee on pregnancy leave shall have their benefits coverage continued unless the employee elects in writing not to do so. It will be the employee's responsibility to provide the employer their portion of the premium prior to the beginning of each month.
- (e) An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay for not more than up to sixty-one (61) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 19.07 (Parental Leave).

19.06 Continued

- (f) An employee returning from a pregnancy leave shall be assigned to the position they most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that they would have attained had they worked during the leave of absence.
- (g) In circumstances where an employee has a miscarriage or stillbirth, the employer shall advise the member of their rights to leave under the *Employment Standards Act, 2000*.

19.07 Parental Leave

- (a) The Employer shall grant a parental leave of absence without pay to an employee with at least thirteen (13) weeks of continuous service prior to the commencement of the parental leave.
- (b) Seniority, service, and credit for service for vacation accrual, continue to accrue during the parental leave.
- (c) Parental leave may begin,
  - i) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
  - ii) no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time;
  - iii) the parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. Parental leave shall end up to sixty (61) weeks after it begins for an employee who takes pregnancy leave and up to sixty-three (63) weeks after it begins for an employee who did not take pregnancy leave or on an earlier day if the person gives the Employer at least four (4) weeks" written notice of that day.
  - iv) an employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so. It will be the employee's responsibility to provide the employer their portion of the premium prior to the beginning of each month.
- (d) An employee returning from a leave of absence under Articles 19.07, or 19.08 shall be assigned to the position they most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that they would have attained had they worked during the leave of absence.

19.08 Family Leave

Employees shall be granted a leave in accordance with the *Employment Standards Act*, unless otherwise amended.

19.08 Continued

During the leave the employee will continue to accumulate seniority under the Collective Agreement. The employee, if enrolled in the company group health plan, may continue benefits by submitting the total amount of the health benefit premium to the employer by the first of each month. The Employer will pay the Employer's contributions for the same period.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied.

**ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES**

20.01 (a) Weekend Premium

Employees shall be paid a Weekend Premium of an additional thirty cents (\$0.30) per hour for all hours worked between Friday at 23:00 pm and Sunday at 23:00 pm. This premium shall be in addition to the regular Night and Evening Shift Premiums.

(b) Night Shift Premium

Employees shall be paid a shift premium of fifty cents (\$0.50) per hour for all hours worked between 23:00 and 07:00 each day.

(c) Evening Shift Premium *(Effective the first pay period following date of ratification)*

Employees shall be paid a shift premium of ten cents (\$0.10) per hour where the majority of the hours worked fall between 15:00 and 23:00 each day.

20.02 Pay Days

The Employer agrees that wages will be paid bi-weekly.

On each payday, each employee shall be provided with an electronic itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the itemized statement.

If an employee is under paid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors for lesser amounts will normally be corrected on the next pay.

20.03 Pay during Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position for two (2) or more consecutive shifts, they shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

20.04 Responsibility Allowance for Work Outside the Bargaining Unit

When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

**ARTICLE 21 – EMPLOYEE BENEFITS**

The following health and welfare benefit package will be available to employees who are regularly scheduled to work fifty (50) hours or more bi-weekly.

21.01 Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period for the Insurance Plan. The Employer shall provide all employees with a life insurance and Accidental Death and Dismemberment (AD & D) policy that provides as follows:

Benefit Formula:	Flat amount
Benefit Maximum:	\$20,000.00
Non-evidence limit:	\$20,000.00
Benefit Reduction:	Reduces 50% at age 65

21.02 Extended Health Care

The Employer will continue an extended health care plan for full-time employees covered by this Agreement who have completed their probationary period which will provide a Drug card with a twenty percent (20%) co-insurance per prescription with a dispensing fee cap of seven dollars (\$7.00). The Employer shall pay one hundred percent (100%) of the billed single/family premium, whichever is applicable, for employees who participate in the plan.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

21.02 Continued

The plan will provide for Standard Hospital Coverage.

21.03 Vision Care

The Employer will continue a vision care plan, with a maximum benefit of two hundred and seventy-five dollars (\$275.00) per twenty-four (24) month period, to include both contact lenses and laser eye surgery, and will pay one hundred percent (100%) of the billed single/family premium for full-time employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

Effective January 1, 2025, increase to three-hundred and twenty-five dollars (\$325.00) per twenty-four (24) month period.

21.04 Dental Plan

The Employer agrees to continue a dental plan. Dental Plan provisions to provide for a current ODA fee guide. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deduction.

The dental plan will provide:

- (i) Fluoride treatments will be covered only for persons under the age of eighteen (18) years.
- (ii) For persons eighteen (18) years and older, recall is on a nine (9) month basis.

21.05 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union.

21.06 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided the employees continue to pay their portion, as follows:

- (i) While on paid leave of absence or Family Medical Leave.
- (ii) While on pregnancy and parental leave as required by the Employment Standards Act.
- (iii) While receiving private insurance for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.
- (iv) While absent due to paid leave of absence due to illness.

21.07 Health and Welfare – Premium In Lieu

Part-time employees shall receive four and one-half (4.5%) percent of their regular rate of pay, in addition to their regular rate of pay, for all hours worked, as an "in lieu payment" for all forms of health and welfare benefits.

Effective the first pay period following date of ratification, increase to five percent (5%) of their regular rate of pay.

21.08 Pension Plan *(Effective the first full pay period following July 1, 2024)*

- (a) "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.

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

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

- (b) Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to one percent (1%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to one percent (1%) of applicable wages to the Plan.
- (c) 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.
- (d) 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.
- (e) 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.

21.08 Continued

- (f) 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.
- (g) 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 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.

## **ARTICLE 22 - GENERAL CONDITIONS**

### **22.01 Bulletin Board**

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

### **22.02 Copies of Agreement**

It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

### **22.03 General Conditions**

The parties agree to the promotion of compassionate care for residents to meet their physical and emotional needs in a safe, comfortable environment, treating them with the respect and dignity they deserve.

### **22.04 Proper Conditions**

Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings in during working hours.

## **ARTICLE 23 – TERM OF AGREEMENT**

### **23.01 Effective Date**

The term of this Agreement shall be from February 15, 2022 to February 14, 2025 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

### **23.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE EMPLOYER:

*David Lecker*

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*Sandra Fougere*

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FOR THE UNION:

*[Signature]*

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*Shannon [Signature]*

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## SCHEDULE A – WAGES

Classification	Step	Increment	15-Feb-22		19-Sep-22		15-Feb-23		01-Oct-23		Step	Increment	15-Feb-24
<b>Chef</b>	1	Start	\$ 19.56	\$ 19.56	\$ 20.25						1	Start	\$ 21.18
	2	450		\$ 19.76	\$ 20.46						2	1850	\$ 21.39
	3	1850		\$ 19.96	\$ 20.67						3	3700	\$ 21.60
	4	3700		\$ 20.16	\$ 20.87								
<b>Sous Chef</b>	1	Start	\$ 21.62	\$ 21.62	\$ 22.38						1	Start	\$ 23.38
	2	450		\$ 21.82	\$ 22.59						2	1850	\$ 23.60
	3	1850		\$ 22.02	\$ 22.80						3	3700	\$ 23.81
	4	3700		\$ 22.22	\$ 23.00								
<b>Cook</b>	1	Start	\$ 15.60	\$ 15.60	\$ 16.15	\$ 16.55					1	Start	\$ 17.11
	2	450		\$ 15.80	\$ 16.36	\$ 16.72					2	1850	\$ 17.48
	3	1850		\$ 16.00	\$ 16.56	\$ 16.89					3	3700	\$ 17.86
	4	3700		\$ 16.20	\$ 16.77	\$ 17.06							
<b>Dishwasher</b>	1	Start	\$ 15.45	\$ 15.45	\$ 16.00	\$ 16.55					1	Start	\$ 17.31
	2	450		\$ 15.65	\$ 16.10	\$ 16.72					2	1850	\$ 17.48
	3	1850		\$ 15.85	\$ 16.41	\$ 16.89					3	3700	\$ 17.66
	4	3700		\$ 16.05	\$ 16.62	\$ 17.06							
<b>Guest Attendant</b>	1	Start	\$ 15.60	\$ 15.50	\$ 17.08						1	Start	\$ 17.90
	2	450		\$ 16.70	\$ 17.29						2	1850	\$ 18.11
	3	1850		\$ 16.90	\$ 17.50						3	3700	\$ 18.32
	4	3700		\$ 17.10	\$ 17.70								
<b>Recreation Assistant</b>	1	Start	\$ 15.53	\$ 16.38	\$ 16.96						1	Start	\$ 17.76
	2	450		\$ 16.58	\$ 17.16						2	1850	\$ 17.99
	3	1850		\$ 16.78	\$ 17.38						3	3700	\$ 18.20
	4	3700		\$ 16.98	\$ 17.58								
<b>Housekeeper</b>	1	Start	\$ 15.53	\$ 16.38	\$ 16.96						1	Start	\$ 17.76
	2	450		\$ 16.58	\$ 17.16						2	1850	\$ 17.99
	3	1850		\$ 16.78	\$ 17.38						3	3700	\$ 18.20
	4	3700		\$ 16.98	\$ 17.58								
<b>RPN</b>	1	Start	\$ 24.94	\$ 26.40	\$ 27.35						1	Start	\$ 28.50
	2	450		\$ 26.60	\$ 27.54						2	1850	\$ 28.72
	3	1850		\$ 26.80	\$ 27.75						3	3700	\$ 28.93
	4	3700		\$ 27.00	\$ 27.95								
<b>Server</b>	1	Start	\$ 15.53	\$ 16.38	\$ 16.96						1	Start	\$ 17.76
	2	450		\$ 16.58	\$ 17.16						2	1850	\$ 17.99
	3	1850		\$ 16.78	\$ 17.38						3	3700	\$ 18.20
	4	3700		\$ 16.98	\$ 17.58								
<b>Maintenance Assistant</b>	1	Start	\$ 16.82	\$ 16.82	\$ 17.42						1	Start	\$ 18.24
	2	450		\$ 17.02	\$ 17.62						2	1850	\$ 18.44
	3	1850		\$ 17.22	\$ 17.82						3	3700	\$ 18.67
	4	3700		\$ 17.42	\$ 18.04								
<b>PSW</b>	1	Start		\$ 18.44	\$ 19.09						1	Start	\$ 19.98
	2	450		\$ 18.64	\$ 19.30						2	1850	\$ 20.19
	3	1850		\$ 18.84	\$ 19.51						3	3700	\$ 20.40
	4	3700		\$ 19.04	\$ 19.71								
<b>Medication Care Partner</b>	1	Start									1	Start	\$ 21.48
	2	450									2	1850	\$ 21.69
	3	1850									3	3700	\$ 21.90
	4	3700											

## WAGE GRID

Establishment of a Medication Care Partner classification and corresponding wage rates for PSWs who have received the requisite training and are assigned the duties of the medication administration shift. (See wage grid above)

### Note:

In the Interim, when a PSW who has received the requisite training and are assigned the duties of the medication administration shift, they will be paid a premium of \$2.00 for all hours worked on the shift. Notwithstanding any existing terms outlined In the Collective Agreement. this premium shall not form part of an employee's hourly wage rate and shall not be duplicated or pyramided with any other premiums (I.e. shift, weekend, overtime, sick, holiday, etc.), regardless of the purpose for these premiums. This premium will be retroactive for all hours worked commencing the first pay period following February 15, 2023 until the aforementioned establishment of the Medication Care Partner classification.

**LETTER OF UNDERSTANDING - RE: Extended Shift Arrangements (12 Hour Shifts)**

Between

Aspira Royale Place Retirement Living

And

CUPE Local 5339

RPN and Medication Care Partner

When extended shifts are implemented by the Employer, the following shall apply:

- (a) With the exception of the specific variations set forth in this Letter of Understanding, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- (b) Hours of Work
  - (i) The normal daily extended shift shall be eleven and one-quarter (11¼) consecutive hours in any twenty-four (24) hour period exclusive of a forty-five (45) minute paid meal period.
  - (ii) The normal schedule will be prepared providing for eighty-four (84) hours worked averaged over a two (2) week period.
  - (iii) Employees shall be entitled, subject to the exigencies of resident care, to paid relief periods during the shift of a total of forty-five (45) minutes.
- (c) Payment for bereavement leave is based on eleven and one-quarter (11¼) hours.
- (d) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the seven and one-half (7½) hour entitlement.
- (e) Shift premiums as per Article 20.01 will be paid for the same hours, the intention being that the total amount of shift premium will not change because of the move to extended hours.
- (f) Overtime premium as set out in Article 15.01 shall be paid for all hours paid in excess of eleven and one-quarter (11¼) hours on a scheduled extended shift or eighty-four (84) hours bi-weekly.

**LETTER OF UNDERSTANDING - RE: Recognition of RPN Experience**

Between

Aspira Royale Place Retirement Living

And

CUPE Local 5339

The Employer will recognize recent R.P.N. experience on the basis of one (1) annual increment for each year of pre-employment service up to the maximum of the grid.

Part-time pre-employment service will be recognized on the basis of eighteen hundred fifty (1850) hours paid in previous employment equals one (1) year of service up to the maximum of the grid.

It shall be the responsibility of a newly hired employee to provide reasonable proof of recent Registered Practical Nurse experience prior to the end of probationary period in order to be entitled for salary increment and if they fail to do so, they shall not be entitled to recognition.

The provision shall apply to all current employees, provided the employee provides the Employer proof of their recent prior experience prior to their employment at Aspira Royale Place Retirement Living thirty (30) days of ratification of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

*David Lecker*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

*Sandra Fougere*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE EMPLOYER:

*David Lecker*

\_\_\_\_\_

*Sandra Fougere*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE UNION:

*[Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_