



COLLECTIVE AGREEMENT

between

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2225-10
(hereinafter called the "Union")**

and

**WILLIAM PLACE
(hereinafter called the "Employer")**

Full time and Part time

Expires On - December 31, 2026

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE AND MISSION	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - DEFINITIONS	2
ARTICLE 4 - UNION SECURITY	2
ARTICLE 5 - NO DISCRIMINATION	3
ARTICLE 6 - MANAGEMENT'S RIGHTS.....	4
ARTICLE 7 - UNION STEWARDS AND COMMITTEES	4
ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE	7
ARTICLE 9 - NO STRIKE OR LOCKOUT	10
ARTICLE 10 - PROBATIONARY PERIOD	10
ARTICLE 11 - SENIORITY.....	10
ARTICLE 12 – PERSONNEL RECORDS.....	12
ARTICLE 13 - LAYOFF AND RECALL	13
ARTICLE 14 - HOURS OF WORK AND OVERTIME	15
ARTICLE 15 - SHIFT WORK	20
ARTICLE 16 - HOLIDAYS.....	21
ARTICLE 17 - VACATIONS.....	22
ARTICLE 18 - LEAVE OF ABSENCE.....	24
ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES.....	26
ARTICLE 20 - BENEFITS	28
ARTICLE 21 - NURSING HOMES & RELATED INDUSTRY PENSION PLAN (NHRIPP)	31
ARTICLE 22 - TECHNOLOGICAL CHANGE.....	33
ARTICLE 23 - GENERAL CONDITIONS.....	33
ARTICLE 24 - JOB POSTING	34
ARTICLE 26 - NEW CLASSIFICATIONS	35
ARTICLE 27 - RENEWAL, AMENDMENT, TERMINATION.....	36
APPENDIX A	37
SCHEDULE "A"	38

ARTICLE 1 - PURPOSE AND MISSION

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees within the bargaining unit, and to provide orderly procedure for the prompt and equitable disposition of grievances, and to set forth rates of pay, cover hours of work and other conditions of employment to be observed by the parties, all as expressly provided in this Collective Agreement.
- 1.02** It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional need in a safe comfortable environment treating them and their families with the respect and dignity they deserve.

Therefore, the Employer shall keep all staff informed of relevant information, known by the Employer, pertaining to the residents' care needs. Changes are to be communicated through the department heads.

ARTICLE 2 - RECOGNITION

- 2.01** All Employees of the respondent in the City of Kawartha Lakes save and except professional Medical Staff, Registered Nurses, Office and Clerical Staff, Supervisors, and persons above the rank of Supervisor and Students employed during the school vacation period.

Clarity Note

The parties agree that the position of Activities Director and Assistant Executive Director is a supervisor's position or a position above the rank of Supervisor and is therefore excluded from the bargaining unit.

- 2.02** **No Other Agreement**

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

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

- 2.03** No bargaining-unit Employee shall enter into a contractual agreement with any resident or resident family member with whom the Employer has a contractual relationship.

ARTICLE 3 - DEFINITIONS

- 3.01** Wherever the singular or the feminine gender is used in this Agreement, it shall mean and include the plural or the masculine gender where the context of the Agreement so requires, and vice versa.
- 3.02** The word "Employee" in this Agreement shall mean the Employees of the Employer for whom the Union is the bargaining agent as set out in Section 2.01.
- 3.03** Wherever the word "Executive Director" is used in this Agreement, it shall be considered as meaning the Executive Director or their designate.
- 3.04**
- a) A full-time Employee is an Employee who is regularly scheduled for more than forty-eight (48) hours in a bi-weekly pay period.
 - b) A part-time Employee is an Employee who is regularly scheduled for not more than forty-eight (48) hours in a bi-weekly pay period.
 - c) Contract Nursing Employee's Defined

A contract-nursing Employee shall be a full-time or part-time Employee hired to work in the Contract Nursing Department.
 - d) An unscheduled/casual Employee is one who is to be used for call in purposes only and will not be scheduled to work except vacation purposes and paid holidays.
 - e) Unscheduled/causal part-time Employees shall have abandoned their job if they have not been available to work for a period of three (3) months.

ARTICLE 4 - UNION SECURITY

- 4.01** The Employer will deduct, each pay period, from the wages of seniority Employees an amount equal to the regular monthly Union dues assessed by the Union in accordance with its Constitution and By-laws. In the case of new Employees, the first deduction shall be made upon hiring. Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.
- 4.02** 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 wage's deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary Treasurer of the Local Union.

4.03 The Union shall save the Employer harmless for any deductions made from the pay of Employees in accordance with the provisions of this Article.

4.04 A new Employee will have the opportunity to meet with a representative of the Union in the employ of the Residence for a period of up to fifteen (15) minutes during the Employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the Employee with such representative of the Union and the Collective Agreement.

4.05 **Bargaining Unit Work**

Supervisors and persons excluded from the bargaining unit will not take the place of any bargaining-unit Employee to the extent that it would cause such Employee to suffer a loss of regularly scheduled hours of work or pay as a result of such action and the Employer shall not contract out work performed by bargaining-unit Employees to the extent that such contracting out would result in the layoff of Employees who would normally perform the work in question.

4.06 **Agency Staff**

The use of agency staff is to be limited to exceptional circumstances where regular employees are not available. For clarity, Agency staff shall not be used to bypass full-time or part-time call ins.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised by any of their representatives or agents with respect to any Employee because of his membership.

5.02 The parties hereto agree that there shall be no discrimination by the Employer, the Union, or any Employee against any person on the basis of race, creed, colour, age (as provided in the Ontario Human Rights Code), nationality, ancestry, place of origin, sex or marital status.

5.03 **Harassment**

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes respectful interactions and is free from discrimination, harassment, including sexual harassment.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Employees have the right to work in an environment free from harassment and are entitled to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise

5.04 Violence in the Workplace

The Employer and the Union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will promote health and safety in the workplace, through appropriate cooperative measures.

ARTICLE 6 - MANAGEMENT'S RIGHTS

6.01 The Union acknowledges that all management rights are vested exclusively with the Employer and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:

- a) to determine and establish standards and procedures for the care, welfare, safety, comfort and lifestyle of the residents in the Residence.
- b) to maintain order, discipline and efficiency, and in connection therewith, to establish and enforce, from time to time, reasonable rules and regulations, policies and procedures.
- c) to hire, transfer, layoff, recall, promote, classify, assign duties, discharge, suspend or otherwise discipline Employees for just cause, provided that a claim of discriminatory action within the bargaining unit, or a claim that a seniority Employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- d) to have the right to plan, direct and control the work of the Employees and the operations of the Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, assigning work, work schedules and the increase or reduction of personnel.

These rights will be exercised in a reasonable manner consistent with the express provisions of the Collective Agreement.

ARTICLE 7 - UNION STEWARDS AND COMMITTEES

7.01 The Employer acknowledges the right of the Union to elect a Union Grievance Committee, which shall be composed of not more than two (2)

Stewards. It is understood that in electing Stewards, the Union will secure its representation from among those Employees who have acquired seniority.

7.02 Subject to Article 7.03, the Employer will recognize and work with the said Committee on any matter properly arising out of this Agreement.

7.03 The name of each of the Stewards from time to time selected shall be given to the Employer in writing by the Union, and the Employer shall recognize any such Steward.

7.04 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such a person shall not leave their regular duty to attend to the complaints and grievances of Employees without having first secured permission from their immediate Supervisors, which permission shall not be unreasonably withheld. Time spent absent from regular duties shall be without loss of pay or benefits.

7.05 The Employer acknowledges the right of the Union to appoint or otherwise elect a Negotiating Committee of not more than three (3) Employees and will recognize and deal with the said Committee. All time spent in discussions and negotiations with the Employer, including conciliation and mediation, shall be considered time worked for the purpose of remuneration and seniority. A representative of the Union may participate in such negotiations if requested to do so by either party. Any representative of said Negotiating Committee, who is in the employ of the Employer, shall have the right to attend negotiations for the renewal of this Agreement up to and including mediation if required.

7.06 Labour-Management Committee Meeting

The following shall apply:

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

It is also understood that joint meetings with other Labour-Management Committees may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

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

Such meetings shall be held quarterly, or more often, by mutual agreement of the parties.

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) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings
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. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

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.

7.07 A National Representative of the Canadian Union of Public Employees shall be entitled to attend all meetings between the parties, and the Employer may also be represented by counsel.

7.08 An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work. However, the Union shall reimburse the Employer for all pay during the period of absence

when such pay is not being provided for by the Employer under this Collective Agreement.

7.09 Accident Prevention - Health and Safety

- a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Residence 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 Joint Health and Safety Committee at least two (2) plus one (1) alternate representative selected or appointed by the Union from among bargaining-unit Employees.
- c) Such Committee shall identify potential dangers and hazards; institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- e) Meetings shall be held every third (3rd) month or more frequently as the parties may agree. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regular scheduled hours of work shall not lose regular earnings as a result of such attendance. All meetings will be scheduled in the regular scheduled hours. Book off provisions must be made by employer for employees working different shifts.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 It is the mutual desire of the parties that grievances arising out of the interpretation, application, administration, or violation of this Agreement will be adjusted as quickly as possible.

8.02 Grievances shall be adjusted and settled as follows:

Step No. 1

The aggrieved Employee shall present their grievance verbally to their Supervisor within seven (7) working days of the circumstances giving rise to the grievance, or within seven (7) days from the time the circumstances giving rise to the grievance came to their attention or ought to have come to their attention. The grievor shall have the assistance of their Steward. The Employer shall respond within seven (7) days. If a satisfactory settlement is not reached, the grievance may be carried forward to Step No. 2 at any time within five (5) working days thereafter.

After a grievance has been initiated by the Union, neither the grievor nor the Employer shall enter into discussion with respect to the grievance, without the consent of the Union.

Step No. 2

The Steward may submit the grievance, in writing which shall contain particulars of the grievance and the redress sought, to the Executive Director, or their designate, who shall arrange a meeting as soon as possible and the parties shall attempt to hold the meeting within five (5) working days from the receipt of the grievance at Step No. 1 with the Grievance Committee. The aggrieved Employee may be present at the request of either party at any grievance meeting. The Employer must provide a written response to the Union within five (5) days of the above meeting.

- 8.03** If final settlement of the grievance is not completed within five (5) working days after being provided with the Employer's response after the Step No. 2 meeting, the grievance may be referred to arbitration as provided in this Agreement.
- 8.04** Working days shall mean Monday through Friday excluding paid holidays.
- 8.05** A claim by an Employee who has acquired seniority that they have been unjustly suspended or discharged, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer, within seven (7) working days after written notice of such suspension or discharge has been given to the Employee. Such grievance will be commenced at Step No. 2 of the grievance procedure.
- 8.06** A policy grievance may be filed by either the Union or the Employer. Such policy grievance will be filed at Step No. 2 of the grievance procedure.
- 8.07** A grievance may be settled:
- (i) by confirming the Employer's action; or
 - (ii) by providing the Employee with full compensation; or
 - (iii) by other arrangement which is just in the opinion of the conferring parties or the arbitrator, if appointed.

8.08 Failing settlement under the grievance procedure of any difference between the parties arising from the interpretation, application, administration or violation of this Agreement, including any question as to whether a matter is arbitrable, either party may, within ten (10) days following the reply in Step No. 2 of the grievance procedure, submit such grievance to arbitration. By mutual agreement the parties may choose to have the grievance heard by a Board of Arbitration or by a single Arbitrator

Single Arbitrator

The party submitting the grievance to arbitration shall advise as to three (3) alternative choices for a sole Arbitrator. The recipient of the notice shall reply as to its three (3) alternative choices for a sole Arbitrator. If the parties cannot agree as to a sole Arbitrator and an arbitration date within twenty (20) days of the notice referring the matter to arbitration, application may be made to the Office of Arbitration, Ministry of Labour, who shall appoint an Arbitrator.

Board of Arbitration

The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as Chairperson by the other two members of the Board.

The recipient of the notice shall within five (5) working days of receipt of the notice name its nominee to the Board of Arbitration.

The two (2) nominees shall endeavour to agree upon a third person to act as Chairperson within ten (10) days of the appointment of the second nominee. If the nominees fail to agree on a chairperson, either one of them may request the Minister of Labour for the Province of Ontario to supply a panel of arbitrators for its selection to act as the Chairperson of the Board of Arbitration.

8.09 Each of the parties shall be responsible for the fees and expenses of its own witnesses, nominees, and counsel. The fees and expenses of the Arbitrator shall be shared equally by the parties to this Agreement.

8.10 The decision of the arbitrator shall be final and binding upon the parties.

8.11 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

8.12 The parties to this Agreement may, by mutual consent, in writing, extend any of the time limits set out in the grievance and arbitration procedures.

8.13 Grievance Mediation

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

ARTICLE 9 - NO STRIKE OR LOCKOUT

9.01 The Union agrees that there shall be no strike and the Employer agrees that there shall be no lockout. The term "strike" and "lockout" shall bear the same meaning as given to them under the Ontario Labour Relations Act.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 A full-time Employee will be on probation until they have completed three (3) calendar months of employment. Upon completion of the probation period, the Employee's name shall be placed upon the respective seniority listing and credited with three (3) months' seniority.

10.02 New part-time Employees shall serve an equivalent probationary period of four hundred & fifty (450) hours or six (6) months, whichever occurs sooner. Upon the completion of such probationary period, the part-time Employee's name shall be placed upon the respective seniority listing and credited with four hundred & fifty (450) hours' seniority.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority shall accrue as of the date of last hire by the Employer but shall not include any unpaid leave of absence beyond a period of six (6) months with the exception of pregnancy/parental leaves and WSIB. Seniority shall operate on a bargaining unit-wide basis.

Seniority for part-time Employees shall be based on actual hours' worked, one thousand seven hundred and twenty-five (1725) hours being equivalent to one (1) year's seniority. This formula will also be used for progression on the wage grid.

11.02 Seniority List

The Employer shall maintain a seniority list showing the date of seniority for each Employee in the bargaining unit. An up-to-date seniority list shall be sent to the Union and posted on a bulletin board by the Employer in January and July of each year. Seniority as posted shall be deemed to be final and not subject to complaint unless an employee complains within thirty (30)

calendar days from the date of posting that their seniority as posted is incorrect.

11.03 Role of Seniority in Layoffs

A layoff of Employees shall be made on the basis of seniority provided that Employees who are entitled to remain are willing and qualified to do the work, which is available. When recalling Employees who have been laid off, the recall will also be made on the basis of seniority and qualifications to do the work available.

An Employee recalled to work will retain their status on the recall list until such time as they have regained their pre-layoff bi-weekly hours and pre-layoff classification.

11.04 Transfers and Seniority outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is promoted or transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit for a period of not more than one (1) year. At the end of one (1) year, the Employee must choose whether they wish to maintain their position in the bargaining unit or leave. After which time, an Employee may only return to the bargaining unit through the posting procedure.

11.05 An Employee shall cease to accumulate seniority and shall be deemed to have terminated their employment with the Employer for any of the following reasons:

- a) if an Employee resigns or retires.
- b) if an Employee is discharged and the discharge is not reversed through the grievance or arbitration procedures.
- c) if an Employee is laid off for more than twenty-four (24) months.
- d) if an Employee is absent from work without permission for three (3) consecutive working days unless a reasonable explanation is given to the Employer, it being understood that this Article does not excuse an absence from work without permission for any duration.
- e) utilizes a leave of absence for purposes other than those for which the leave of absence is granted.
- f) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail, unless a reasonable explanation is given by the Employee to the Employer within the period of seven (7) days following the recall.

- g) is absent from work for thirty (30) months due to illness or accident. The Employer agrees to abide to any obligations they may have under the *Human Rights Code* when applying this Article.
- h) failure to report to work as scheduled at the end of a leave of absence unless a reasonable explanation is given by the employee to the Employer.
- i) Engages in gainful employment while in receipt of sick leave payments without written approval from the Employer.

ARTICLE 12 – PERSONNEL RECORDS

- 12.01** An Employee may request, in writing, an opportunity to view their personnel file in the presence of their supervisor or delegated representative. The request shall be made a least one (1) week in advance of the review. The information the Employee may review will be their application form, any written evaluation or formal disciplinary notations or incident reports in the file.
- 12.02** Any letter of reprimand, suspension or other sanction will be removed from the record of any Employee fifteen (15) months following the receipt of such letter, suspension or other sanction, provided the Employee's record has been discipline free for such eighteen fifteen (15) months period. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the fifteen (15) month period noted above.
- 12.03** Where a Supervisor intends to meet with an employee for discipline purposes, the Supervisor shall give sufficient notice to the employee of the purpose of the meeting in order that the employee may contact a Union representative and have a Union representative present if desired. Subject to the above, the Union shall be notified and asked to attend any meeting where any form of discipline is discussed.
- 12.04** **Investigation**
- An Employee who has been asked not to report to work due to an investigation into matters concerning such Employee, shall be paid for all shifts missed as a result of the investigation.
- 12.05** An Employee may be dismissed or suspended for just cause upon the authority of the Employer. Such Employees and the Union shall be advised, in writing, by the Employer of the reason for such discharge or suspension.

ARTICLE 13 - LAYOFF AND RECALL

13.01 Definition

Lay offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to two or more part-time employees.

13.02 Notice of Layoff

In the event of a proposed layoff at the Home of a permanent nature or the elimination of a position within the bargaining unit, the Home shall:

- (i) provide the Union with no less than two (2) month written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected Employee(s), if any, who will be laid off with no less than two (2) month written notice of layoff or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union and/or affected Employees of any subsequent layoff.

In the event of a proposed layoff of a temporary nature with the bargaining unit shall provide the Union with no less than two (2) weeks notice.

- (iii) if requested, meet with the Union through the Labour Management committee to review the reasons, and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

13.03 Layoff and Recall - Procedure

Layoff

An Employee in receipt of notice of layoff pursuant to 13.02 (a)(ii) may:

- a) accept the layoff; or
- b) opt to retire; or

- c) displace another Employee who has lesser bargaining-unit seniority in the same or a lower or an identical paying classification in the bargaining unit if the Employee originally subject to layoff has the skill and qualifications to perform the job. An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 13.02.

An Employee who chooses to exercise the right to displace another Employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within five (5) days after receiving the notice of layoff.

An Employee who is subject to layoff other than a layoff of a permanent nature including a full time Employee whose hours of work are, subject to Article 13.01, reduced, shall have the right to accept the layoff or displace another Employee in accordance with (a) and (b) above.

13.04 Recall

- a) An Employee shall have opportunity of recall, from a layoff to an available opening, in order of seniority, provided they have the skill and qualification to perform the work before such opening is filled on a regular basis under a job posting procedure.
- b) In determining the qualifications of an Employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- c) An Employee recalled to work in a different classification from which they were laid off 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.
- d) 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 did not possess the necessary qualifications to perform the work available.
- e) The Employer shall notify the Employee of recall opportunity, by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for their proper address being on record with the Employer.
- f) Employees on layoff 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. At the completion of the temporary vacancy, the Employee shall be placed on the recall list.

- g)** Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to the Employees any notice of layoff, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact.
- h)** No full-time Employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time Employees.
- i)** In the event of a layoff of a full-time Employee, the Employer shall pay its share of Insured Benefits Premiums for the duration of the notice period provided for in Article 13.02.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 Nothing herein shall be a guarantee of hours of work per day or week or of number of days per week.

14.02 Scheduling

The regular schedule will provide:

- a)** No more than five (5) consecutive days of work without time off.

Full time

- b) (i)** At least one (1) weekend off in two (2) consecutive weeks for full-time Employees.

Part-Time

- (ii)** where possible, the Employer shall make every reasonable effort to schedule part-time Employees in accordance with b(i). Notwithstanding the above, part-time Employees working within dietary; during vacation periods; when the Employer agrees to allow an Employee to attend school for business reasons; or where requested by an Employee; these Employees shall be excluded.
- c)** Fourteen (14) hours off between the end of one (1) shift and the commencement of the next shift, unless mutually agreed between the Employee and Employer.

- d) Where an Employee is required to work in excess of (a), and/or (c) above, the excess time worked shall be paid at time and one-half (1 ½) the regular hourly rate until time off is scheduled unless the Employee has requested a change in their work schedule.

Exception

For the purposes of call-ins, provided an Employee has twelve (12) hours off between shifts and agrees to the call in, overtime will not apply unless the Employee has exceeded the provisions of Article 14.02 (a)(b) and 14.04 (a).

- e) No split shifts
- f) Additional shifts before the schedule is posted shall first be offered by seniority to reduced full-time staff then to regular part-time provided no overtime is incurred as a result of the allotment of an additional shift(s).

14.03 Work Schedules

- a) Work schedules for Employees will be posted at least two (2) weeks in advance and shall cover a four (4) week period.
- b) All schedules shall not be changed once posted excluding layoffs, acts of nature, or fire or any other unforeseen disaster. Any shifts which become available, after the schedule is posted, shall be considered call-in shifts and shall be filled through the call-in procedure.

14.04 Combination tours of 8 and 12 hour shifts – Applies to RPNs, PSWs UCPs

The Employer may implement extended, and combination shifts pursuant to the following provisions:

- a) Not more than four (4) consecutive combination shifts shall be scheduled. When the Employer requires an employee to work a fifth (5th) consecutive shift, premium pay shall be paid for the fifth (5th) shift and subsequent consecutive shifts until a shift has been scheduled off.
- b) At least twelve (12) hours' time off will be scheduled between twelve (12) hour shifts, and at least fourteen (14) hours off shall be scheduled between eight (8) hour shifts. Failure to do so will result in premium pay for the shift.

For the purposes of call-ins provided an employee has twelve hours off between shifts and agrees to the call in, overtime will not apply unless the employee has exceeded the provisions of Article 14.03 (a)(b) and 14.04 (a).

- c) At least one (1) weekend off in two (2) consecutive weekends for full-time employees. When an employee is required to work on their scheduled weekend off, they shall be paid time and one half (1½) times the regular hourly rate for all time worked on their scheduled off weekend and every consecutive weekend

until scheduled a weekend off.

Note: An employee who is working exclusive 8-hour shifts will not be required to work 12-hour shifts.

14.04.1 a) Overtime

Overtime shall be paid for all hours worked over eight (8) hours in a day and eighty (80) hours bi-weekly, inclusive of lunch periods.

Exception

Twelve (12) Hour Shifts - for Employees working twelve (12) hour shifts overtime shall be paid after twelve (12) hours in a day or eighty (80) hours bi-weekly, inclusive of lunch periods.

- b) The overtime rate shall be time and one-half (1½) Employee's straight-time hourly rate.
- c) Paid one-half (½) hour lunch periods shall be provided to RPNs/UCPs at regular rates of pay.

Should a staff member who works between the hours of 11:00 p.m. and 7:00 a.m. not be allowed to leave the building during their meal break, as directed by the RPN/UCP in charge, then such Employee will be compensated at their regular hourly rate for that one-half (½) hour meal break.

- d) In the event Employees of their own accord for their own personal convenience arrange to change shifts with appropriately qualified other Employees, the Employee(s) shall submit a written request to the Employer unless there are circumstances beyond the Employees control in which case the request need not be in writing. Where such changes occur, the provisions relating to overtime and time off between shifts do not apply. The Employer shall respond to requests for shift changes within one (1) week of the request being made.
- e) **No Layoff to compensate for Payment of Overtime.**

The Employer shall not reduce hours of any Employee in order to avoid paying overtime costs.
- f) There shall be no pyramiding of overtime or premium hourly rates or any benefits payable under this Agreement (i.e., overtime and paid holiday premium, etc.)

14.05 a) Call-in Pay

Where an Employee is called in to work on a day where they are not scheduled to work, they shall receive a minimum of three (3) hours of work, or three (3) hours' pay at their rate of regular hourly earnings. The immediate Supervisor may require a signed statement from Employees who wish to be called in.

- b) When an Employee is called in to work within one-half ($\frac{1}{2}$) hour after the starting time of the shift and the Employee commences work within one (1) hour of receiving the call, they shall be paid from the starting time of the shift.

c) Call-back Pay

Where an Employee leaves the premises after completing a shift and is called back to work, they shall be paid a minimum of three (3) hours' pay at the rate of time and one-half ($1\frac{1}{2}$) their regular hourly rate. It is understood this shall not apply to a call into work on a scheduled day off.

d) RPN On Call

In the absence of the Director of Health & Wellness and when scheduled by the Employer, an RPN who is required to remain available for on-call consultation for UCPs other nursing staff outside of the normal working hours shall receive standby pay in the amount of \$4.50 per hour for all hours on standby. Standby pay shall, however, cease where an RPN is called into work above and works during the period of standby. Effective January 1, 2021, Increase to \$3.50; Effective January 1, 2023 - Increase to \$4.00. Effective July 1, 2025 - \$5.00.

e) Fire Drills and Safety Instruction

The Employer may schedule fire and safety instructions for all Employees twice each year, and in these circumstances the minimum call-in pay shall be one (1) hour at the appropriate rate of pay.

14.06 Break Period

All Employees shall be permitted a fifteen (15) minute rest period during each half of a full shift at a time determined by the Employer in an area made available by the Employer. When an Employee performs authorized work of at least three (3) hours duration, the Employer will allocate a rest period of fifteen (15) minutes duration.

14.07 Reporting Pay

Employees who report for any scheduled shift, unless advised in advance not to report, will be guaranteed at least three (3) hours of work, or if no work is available, they will be paid at least three (3) hours.

14.08 Temporary Transfer

When an Employee is assigned temporarily during a regular shift to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (½) of a shift, they shall be paid the rate in the higher salary range immediately above their current rate from the commencement of the shift on which they were assigned the job.

When an Employee is assigned to temporarily perform the duties of a lower-rated classification, their rate of pay shall not be reduced. However, this does not apply to layoff situations where bumping rights have been exercised, nor to transfer for which the Employee has applied.

14.09 It is understood that all Employees that request to be placed on the call-in sheet will be called-in in accordance with seniority on a rotational basis based on the following principles:

Call-ins Not Incurring Overtime Costs

1. All full-time Employees within the classification who are not scheduled to work eighty (80) hours bi-weekly shall first be offered the available shift; then,
2. All part-time/casual Employees within the classification shall next be offered the available shift; then,
3. Any full-time Employee outside the classification who is not scheduled to work eighty (80) hours bi-weekly who is qualified to do the work shall next be offered the available shift; then,
4. Any part-time/casual Employee outside the classification who is qualified to do the work shall next be offered the available shift.

Call-ins Incurring Overtime Costs

Once the above 1. – 4. are exhausted, overtime shall be offered to all Employees within the classification by rotational seniority. If overtime hours are still required, the Employer may offer the overtime shift to any Employee outside the classification who is qualified to do the work.

Breaches to the Call-in Procedure

If a violation to the call-in procedure occurs, the Employee who should have received the call-in will have the opportunity to pick an available shift that is not a call-in. Such selection must be taken within thirty (30) days of the violation. If this is not possible within that time, the thirty (30) days will be extended to a maximum of sixty (60) days.

- 14.10** All Employees attending mandatory in-services shall be paid one (1) hour or for the total time spent at the in-service (whichever is greater) at their regular hourly rate for each session attended outside of regular working hours. The Employer shall schedule mandatory staff meetings/in-services for Employees on the evening and night shifts during the evening shift and all training will conclude by 5:00 p.m.

ARTICLE 15 - SHIFT WORK

15.01 Shift Work Defined

- a) Day shifts are defined as those shifts where the major portion of the hours worked are between 7:00 a.m. and 3:00 p.m.
- b) Evening shifts are those shifts where the major portion of the hours worked are between 3:00 p.m. and 11:00 p.m.
- c) Night shifts are those shifts where the major portion of the hours worked are between 11:00 p.m. and 7:00 a.m. of the following day.
- d) If mutually agreed between the Employer and the Employee, an Employee shall be permitted to work a twelve (12) hour shift schedule.

Shift Premium

Employees shall receive an additional fifty cents (\$0.50) per hour for all hours worked during the evening and night shifts. Effective January 1, 2021, increase shift premium to fifty-five cents (\$0.55) per hour. Effective January 1, 2022 increase shift premium to sixty cents (\$0.60) an hour.

Weekend Premium

Effective January 1, 2021 Employees shall be paid a Weekend Premium of an additional fifteen cents (\$0.15) 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 Shift Premium. Effective January 1, 2023, increase by ten cents (\$0.10) per hour for a total of twenty-five cents (\$0.25) per hour.

Effective Date of ratification Employees shall be paid a Weekend Premium of an additional thirty-five cents (\$0.35) per hour for all hours worked between

Friday at 23:00 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to the regular Shift Premium. Effective January 1, 2026 - \$0.45

Responsibility Pay

An Employee who consents to be responsible as the Employee-in-charge shall be paid a responsibility allowance of an additional eight dollars (\$8) per shift. Effective July 1, 2025 - \$8.50.

ARTICLE 16 - HOLIDAYS

16.01 Paid Holidays

The following shall be recognized as paid holidays:

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

Each Employee, part time and full time, who qualifies for paid holidays shall receive one (1) annual floating paid holiday, to be taken at a time mutually agreed between the Employee and the Employer. A float or banked holiday may not be taken during the period of December 23rd through January 3rd.

16.02 Each Employee shall have Christmas or New Year's Day off in alternating years. Additional lieu days may be used where operational requirements and seniority allows. The Employer will endeavour to schedule three (3) consecutive days off at either Christmas or New Years' subject to operational needs.

- 16.03**
- a) An otherwise eligible Employee required to work on a paid holiday shall receive pay at the rate of time and one-half (1½) their basic rate of pay for all time worked.
 - b) An Employee eligible for holiday pay, who is required to work on a paid holiday, may elect to be paid at their basic rate of pay or take another day off in lieu with pay, within sixty (60) days of the holiday, at a time mutually agreeable between the Employee and the Employer. Holiday pay shall be based on the average length of shift worked over the preceding four (4) week period.

16.04 In order to be entitled to a statutory holiday, with pay, the Employee must have:

Worked their last scheduled working day before the holiday and their first scheduled working day after the holiday, unless excused by medically substantiated sickness.

- 16.05** An otherwise eligible Employee will not be entitled to a statutory holiday with pay if the Employee has agreed to work on the holiday and fails to report for and perform such work.
- 16.06** A shift that begins or ends during the twenty-four (24) hour period of the above holidays, where the major portion of the time worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift.

ARTICLE 17 - VACATIONS

17.01 Vacation and Vacation Pay

Effective January 1, 1998:

- a)** A full-time Employee with less than one (1) year's service with the Employer as of June 30th in any year shall receive vacation pay in accordance with the *Employment Standards Act*, R.S.O. 1990, as amended.
- b)** A full-time Employee with one (1) year's continuous service and less than three (3) years' continuous service as of June 30th in any year shall receive a vacation of two (2) weeks during such year and shall receive as vacation pay an amount equivalent to four percent (4%) of their wages for hours worked during the twelve (12) months immediately preceding June 30th of the said year.

Note: Employees with six (6) months' service may be granted five (5) days' paid vacation leave; however, the vacation pay is paid on an annualized basis.

- c)** A full-time Employee with three (3) years' continuous service and less than eight (8) years' continuous service as of June 30th in any year shall receive a vacation of three (3) weeks during such year and shall receive as vacation pay an amount equivalent to six percent (6%) of their wages for hours worked during the twelve (12) months immediately preceding June 30th of the said year.
- d)** A full-time Employee with eight (8) years' continuous service or more as of June 30th in any year shall receive a vacation of four (4) weeks during such year and shall receive as vacation pay an amount equivalent to eight percent (8%) of their wages for hours worked during the twelve (12) months immediately preceding June 30th of the said year.

- e) A full-time Employee with fifteen (15) years' continuous service or more as of June 30th in any year shall receive a vacation of five (5) weeks during such year and shall receive as vacation pay, an amount equivalent to ten percent (10%) of their wages, for hours worked during the twelve (12) months immediately preceding June 30th of the said year.
- f) A full-time Employee with twenty-four (24) years' continuous service or more as of June 30th in any year shall receive a vacation of six (6) weeks during such year and shall receive as vacation pay, an amount equivalent to twelve percent (12%) of their wages, for hours worked during the twelve (12) months immediately preceding June 30th of the said year.
- g) All Employees entitled to vacation time off shall be paid their vacation pay when they take their vacation; it will be paid on the regular bi-weekly pay schedule, assuming they have sufficient funds in their vacation bank. Any vacation pay remaining in an Employee's bank will be paid at the end of the vacation year. Employees may not request vacation pay in advance of their vacation.

The accrued vacation must be taken during the vacation year immediately following the year it was accrued and not prior to that.

An Employee shall not be permitted to accumulate their vacation from one year to another.

- 17.02**
- a) Vacations will be granted as far as possible at time desired by the Employees, having regard to seniority, consistent, however, always with the efficient operation of the Residence.
 - b) For vacations falling July 1st to December 22nd, vacation requests must be made no later than March 15th and seniority shall be the determining factor. The vacation schedule shall be posted no later than May 1st. Vacation requests submitted for this period following March 15th will be granted on a first come first served basis.

For vacations falling January 2nd to June 30th, vacation requests must be submitted no later than September 15th and seniority shall be the determining factor. The vacation schedule shall be posted no later than November 1st. Vacation requests submitted for this period following September 15th will be granted on a first come first served basis.

- 17.03** Except as provided for in Article 17.02, during the period of December 23rd through January 3rd, no Employees may take vacation time.

- 17.04** When a paid holiday occurs within a full-time Employee's vacation period, such Employee shall be entitled to receive a day off with pay at a time mutually agreed between the Employee and their immediate Supervisor

provided the Employee has worked their last scheduled shift prior to their vacation and their first scheduled shift after their vacation.

- 17.05** Part-time Employees entitlement to paid vacation shall be based upon the greater of the provisions of the Employment Standards Act, or the service requirements listed in Article 15.01; but calculating one (1) year of service as equal to one thousand seven hundred and twenty-five (1,725) hours worked as follows:

Hours Paid	Amount Paid
Less than 1,725	4% of gross annual earnings from previous year
1,725 to 5,174	4% of gross annual earnings from previous year
5,175 to 13,799	6% of gross annual earnings from previous year
13,800 to 25,874	8% of gross annual earnings from previous year
25,875 to 41,399	10% of gross annual earnings from previous year
41,400 or greater	12% of gross annual earnings from previous year

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Personal Leave

- a) The Executive Director may grant a request for leave of absence without pay and without loss of seniority for personal reasons provided that they receive notice in writing and such leave will not be unreasonably withheld having regard to the efficient operation at the Residence.
- b) It is understood that during such leave of absence without pay, the Employee will become responsible for full payment of the subsidized Employee benefits in which the Employee is participating for the period of the absence. Payment by the Employee to maintain benefits must be received by the first of the month. Notwithstanding the above, the Employer shall maintain its premium payment for the applicable insured benefits and service credits for sick leave until the end of the month in which the leaves commences.
- c) If an Employee is unable to report for work at the expiry of their leave of absence, they shall, unless it is impossible to do so, notify the Manager as soon as possible and in any event not before the commencement of their next shift. Leave shall not be used for any reason other than as originally requested unless expressly agreed, in writing, by the Employer.

18.02 Union Conventions and Seminars

The Employer shall grant leave of absence to Employees to attend Union conventions, seminars, educational classes or other Union business. The Union, whenever possible, must give at least twenty-one (21) days notice in writing to the Employer in making application for the leave of absence for Union business. It is understood that the Union will not request leave of absence for more than two (2) Employees at any time and the total leave of absence cumulatively for all such Employees in any one (1) calendar year shall not be more than thirty (30) working days' duration. It is further understood that the leave of absence shall be granted with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay. If two (2) Employees are to be on such leave simultaneously, then not more than one (1) shall be from one department except by the consent of the Employer.

18.03 Bereavement Leave

- a) When a death occurs in the immediate family of a permanent Employee, they shall be granted not more than five (5) consecutive days leave of absence from their employment without loss of pay. Such leave of absence shall be between the day of the death and the day following the funeral service inclusive.
- b) In the case of grandparents, grand children brother-in-law or sister-in-law, three (3) days shall be granted without loss of pay in order to attend the funeral. Additional leave of absence without pay for this purpose may be considered by the Employer.
- c) "Immediate family" as stated in Article 18.03 (a) is defined as mother, father, stepparents, sister, brother, wife, husband, common law spouse, son, daughter, stepchild, mother-in-law and father-in-law.

18.04 Maternity Leave

Maternity leave will be granted in accordance with the *Employment Standards Act*.

18.05 Adoption Leave and Parental Leave

Adoption leave and parental leave shall be in accordance with the *Employment Standards Act*.

18.06 Jury Duty or Crown Witness

If a seniority Employee is required to serve as a juror in any court of law, or is required to attend as a Crown witness in a court proceeding, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at the Residence, the Employee

shall not lose their regular pay, up to a maximum of thirty (30) working days, because of such attendance, provided that the Employee:

- a) notifies the Residence immediately on the Employee's notification that they will be required to attend at court.

and

- b) presents proof of service requiring the Employee's attendance and deposits with the Residence the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof, excluding compensation received for their days off.

In additions to the foregoing, where an Employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at the Residence on their regularly scheduled day off, the Employer will re-schedule the Employee's regular day off, it being understood that any re-scheduling shall not result in the payment of any premium pay.

18.07 Education Leave

The Employer may grant an Employee leave of absence, without pay and without loss of seniority and benefits, to write examinations to upgrade an Employee's employment qualifications as they relate to employment in the Residence.

If the Employer requires the Employee to upgrade their employment qualifications the full cost involved shall be paid for by the Employer. During any time, absent from the workforce, during this upgrading period, all rights and benefits as outlined in this Agreement shall continue.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days

The Employer shall pay wages bi-weekly by direct deposit to each Employee's account in accordance with Schedule "A" attached hereto and forming part of this Agreement.

The Employer shall provide employees in case of a digital pay system with an electronic copy of their pay stub. The employer shall provide an employee access to a computer and printer in the staff room should an employee wish to print their pay stub.

The Employer will include details of vacation pay on the pay stub.

Payroll Errors

In the event an error is made by the Employer which results in an Employee being short paid by more than one day's pay, the Employer will make every reasonable effort to rectify the error within three (3) working days of the error being brought to the attention of the Employer by providing the Employee with a separate cheque for all money owed or by providing the Employee with the money owed on the Employee's next pay.

19.02 Uniform Allowance

The Employer agrees to provide Employees with six (6) weeks notice prior to any change in uniform.

- a) If required to be worn by the Employer, kitchen staff shall be provided with aprons, free of charge, as the Employer deems necessary.
- b) Where the Employer requires a uniform:

Full-time Employees

On January 15th and July 15th of each year the Employer shall pay each full-time Employee who has passed their probationary period an allowance of seventy-five dollars (\$75.00) for a total of one hundred and fifty dollars (\$150.00) per year.

Part-time Employees

On January 15th and July 15th of each year the Employer shall pay to each part-time Employee who has passed their probationary period an allowance of fifty-five dollars (\$55.00) for a total of one hundred and ten dollars (\$110.00) per year.

19.03 Accompanying Resident Outside of Residence

Employees who are required to accompany a resident outside of the Employer's premises (i.e., hospital, etc.) will be reimbursed for all out-of-pocket expenses incurred. If the Employee is required to use their own vehicle, then the Employee shall be paid an allowance of thirty-four cents (.34¢) per kilometre.

19.04 Percentage in Lieu

A part-time Employee shall receive in lieu of all fringe benefits (being those benefits to an Employee paid in whole or part as part of direct compensation or otherwise, save and except salary, vacation pay, reporting pay, jury and witness duty and bereavement pay) an amount of seven percent (7%) of all straight-time hours worked at their straight-time hourly rate. Effective January

1, 2021, increase to seven and one half percent (7.5 %). Effective January 1, 2022, increase to eight percent (8%).

19.05 The rates in Schedule "A" shall be effective on the dates specifically noted and shall be available on a retroactive basis to all Employees in the bargaining unit employed while such increases are effective, for all paid hours of employment. The Employer shall contact Employees as soon as possible who have left its employ during the currency of this Agreement and advise them, in writing, of their entitlement to any retroactive wage adjustment, with copies of such letters to the Union. Any such Employees shall have thirty (30) days, from the date the letter of advice is mailed to them, to claim their retroactive wage entitlement, which shall be paid by separate cheque to them, as soon as possible from the date the claim is received by the Employer. All other adjustments to this Collective Agreement are effective as of the day of ratification by the Union or the day of the arbitration award (if applicable) except as specifically set out in this Agreement.

19.06 Mandatory Training (Online, ORCA or other)

The Employer agrees that mandatory training will be scheduled during an Employee's normal working hours.

ARTICLE 20 - BENEFITS

20.01 Notwithstanding anything to the contrary contained in this Agreement, the Benefits and Plans of Insurance hereinafter referred to are qualified in their entirety by reference to the underlined policies and contracts of insurance or statutes regulations. The terms of any contract, statute or regulation with respect thereof by any insurance agency or other agency shall be controlling in all matters pertaining to qualifications of Employees for benefits hereunder and in all matters pertaining to the existence of and extent of benefits and conditions.

The Employer's only obligation hereunder is to pay the amount or portion, or premium contracted for; but the Employer shall not be considered to be an Insurer with respect to any Benefit or Plan referred to herein. The Employer may change carriers as long as the benefits remain the same. Any change in carrier the Employer will notify the Union.

Only full-time Employees who are actively at work and who meet the criteria set out by the Insurance Agency are entitled to the benefits contained herein. An Employee will be deemed not to be actively at work when they have been absent from work due to any reason for more than thirty (30) calendar days.

The Employer agrees to pay sixty percent (60%) of the premium costs for the following benefits on behalf of full-time Employees who work more than twenty-

four (24) hours per week and who have obtained seniority and met the requirements of the insurer:

- a) Extended Health Care Benefits including a Drug Plan which includes a drug card.
- b) Dental Plan - based on current O.D.A. fee schedule as it may be updated from time to time with no annual deductible.
- c) Long-Term Disability Insurance providing sixty percent (60%) of calculated daily rate.
- d) Life Insurance one times (1x) annual salary (no maximum) per employee including A.D.& D. at twenty-five thousand dollars (\$25,000) for employees. January 1, 2021 - Add Life Insurance for part-time employees to a maximum of \$10,000.00.
- e) Vision Care is one hundred percent (100%) Employer paid in the amount of two hundred and seventy-five dollars (\$275) every twenty-four (24) months Effective January 1, 2025 three hundred dollars (\$300) every twenty- four (24) months including eye examinations one (1) every year for children and one (1) every two (2) years for all others. Effective January 1, 2026, increase vision to three hundred twenty-five (\$325).
- f) Paramedical – three hundred and fifty dollars (\$350.00) Effective January 2025 three hundred and seventy- five dollars (\$375.00) annually for each registered massage, chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and psychologist. Effective July 1, 2026, increase to four hundred dollars (\$400).

20.02 Sick Days (Full-Time Employees Only)

a) Sick Leave Defined:

Sick leave means the period of time an Employee is absent from work, with full pay, by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Safety and Insurance Board.

b) Amount of Paid Sick Leave:

Sick leave shall be earned at the rate of one and one-half (1½) days for every month an Employee is employed, to a maximum of eighteen (18) days. It is understood that an eligible Employee will receive sick pay for the actual number of hours the Employee was scheduled to work on any individual day.

c) Accumulation of Sick Leave:

The unused portion of an Employee's sick leave shall accrue for their future benefit.

d) Deductions from Sick Leave:

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more and less than a full day shall be deducted as one-half ($\frac{1}{2}$) day.

e) Proof of Illness:

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they are unable to carry out their duties due to illness. The Employer will pay the cost of the initial medical certificate for an absence in excess of three (3) or more consecutive days.

f) Exhaustion of Sick Leave Credits:

No Employee shall have their services terminated by virtue of having exhausted their sick leave credits.

g) Employees on Probation:

While an Employee is on probation, they will not receive sick leave payments. However, on completion of probation, the Employee will be credited with one and one-half ($1\frac{1}{2}$) days of sick leave per month of employment back dated to the date of hire.

h) Employees who transfer from full-time to part-time shall have their sick bank frozen up to ten (10) days for future use should they return to full-time status.

i) Sick Leave Records:

Immediately after the close of each calendar year, the Employer shall advise each Employee, in writing, of the amount of sick leave accrued to their credit.

This Article came into effect on June 1, 2007:

ARTICLE 21 - NURSING HOMES & RELATED INDUSTRY PENSION PLAN (NHRIPP)

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

- 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
- iv) paid sick time
- v) bereavement leave
- vi) jury duty; and
- vii) negotiations and grievance meetings.

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

“Eligible Employee” means full-time and part-time Employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- b) Each eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.
- c) The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- 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 towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

- e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible Employee by Article 26.01 e) of the Agreement are:

i) To be Provided Once Only at Plan Commencement

Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

ii) To Be Provided with each Remittance

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

YTD Pension Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer.

iii) To Be Provided Once and if Status Changes

Full Address as provided to the Home

Termination date where applicable (MMDDYY)

iv) To Be Provided once if they are Readily Available

Gender

Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 The Employer undertakes to notify the Union in advance, so far as practical, of any technological changes which the Employer has decided to introduce which will significantly change the status of Employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon Employees concerned.

Employees with one (1) or more years of continuous service who are subject to layoffs under the conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 23 - GENERAL CONDITIONS

23.01 Bulletin Board

The Employer will supply and make available to the Union, for the posting of seniority lists and Union notices, one (1) bulletin board in such place mutually agreed upon so as to inform all Employees in the bargaining unit of the activities of the Union, provided that all materials shall first be approved for posting by the Executive Director which approval shall not be unreasonably withheld.

23.02 Workload

The Parties are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective wellbeing of all staff and recognizes the inherent worth and dignity of every employee. Employees are encouraged to raise their concerns with their immediate supervisor.

In the event that the workload concern is not resolved to the employee's satisfaction, the employee may submit their concerns to the Labour Management Committee. The Employer does not object if the employees wish to use the workload review form attached to this Agreement.

ARTICLE 24 - JOB POSTING

24.01 In the event new jobs are created or vacancies occur which are expected to last longer than two (2) months in existing job classifications, the Employer will post within ten (10) working days, for a period of seven (7) working days, and shall stipulate the qualifications, classification, rate and department concerned before new Employees are hired in order to allow Employees with seniority to apply.

When any vacancy occurs (including permanent and temporary) in a position in the bargaining unit or when a new position is created in the bargaining unit, the Employer shall notify the Union in writing within five (5) working days unless the Employer notifies the Union it will not be filled.

24.02 The Employer may simultaneously advertise such vacancies outside the bargaining unit but shall not fill such position from outside the bargaining unit until the closure of the posting period and in the absence of qualified applicants from within the bargaining unit. In considering such applications, the Employer shall apply the provisions of Article 24.03.

24.03 In filling bargaining unit vacancies, appointment shall be made of the senior applicant who is available and has the qualifications to perform the normal requirements of the job. Qualifications shall not be established in an arbitrary or discriminatory manner.

24.04 When a position is filled by means of the job posting procedure, the name of the successful applicant shall be posted. All copies of the job postings will be sent to the Union office along with the successful applicant's name.

24.05 During the period of posting and consideration of applications and for temporary vacancies, the Employer may temporarily fill the job by offering the position in order of seniority to qualified Employees within the bargaining unit.

Where such Employees are not available, the Employer may fill the vacancy from any source.

A temporary vacancy is defined as a position created for a limited term or task, not to exceed one (1) year, including a replacement for Employees on leave.

24.06 The successful internal applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the Employee can satisfactorily perform the job. Within this period, the Employee may voluntarily return, if the job is not satisfactory to the Employee, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

ARTICLE 26 - NEW CLASSIFICATIONS

26.01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration, as provided in this Agreement, within fifteen (15) days of such meeting. The decision of the arbitrator 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 classification.

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

The Employer will provide the new job description at least ten (10) days prior to the change taking effect.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the 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.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

ARTICLE 27 - RENEWAL, AMENDMENT, TERMINATION

27.01 This Agreement shall continue in full force and effect from January 1, 2024 up to and including December 31, 2026, and from year to year thereafter unless either party gives written notice to the other within ninety (90) days prior to the expiry of the Agreement of its intention to bargain amendments to the Agreement.

Signed this 29th day of October 2024

For the Union:

Deborah Vachon
Deborah Vachon (Nov 13, 2024 16:18 EST)

Ms Mary Ellen Freley
Ms Mary Ellen Freley (Oct 29, 2024 10:23 EDT)

Michelle Dusome
Michelle Dusome (Nov 29, 2024 07:26 EST)

K. Simpson
K. Simpson (Oct 30, 2024 09:41 EDT)

For the Employer:

Tanya Porretta
Tanya Porretta (Oct 29, 2024 11:00 EST)

APPENDIX A

WORKLOAD REVIEW FORM

Employees to complete all sections.

Date/Time of the Occurrence: _____

Date Form was submitted to Supervisor: _____

Type of work being performed: _____

Number of Staff on duty: _____ Usual Number of Staff: _____

I/We the undersigned believe that I was/we were given an assignment that was excessive or inconsistent with quality resident care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below.)

To correct this problem, I/We recommend: _____

Signature of Employee(s)

Print Name

Name/Title of Immediate Supervisor notified: _____

Date/Time of Notification: _____

Response: _____

I/We do not agree with the resolution of our concern:

Signature of Employee(s)

Print Name

SCHEDULE “A”**0274 William Place – CUPE**

Classification	Increment: Full Time/Part Time	EXP	Jan 1, 2024	Apr 16, 2024	Oct 1, 2024	Jan 1, 2025	Jan 1, 2026	July 1, 2026
RPN	Start/0 Hrs	25.29	26.18			27.10	27.91	28.05
	3 Months/450 Hrs or 6 Months	25.98	26.89			27.83	28.67	28.81
	9 Months/1293.75 Hrs	26.29	27.21			28.16	29.01	29.16
	15 Months/2156.25 Hrs	26.81	27.75			28.72	29.58	29.73
UCP	Start/0 Hrs	19.89	20.59			21.31	21.95	22.06
	3 Months/450 Hrs or 6 Months	20.50	21.22			21.96	22.62	22.73
	9 Months/1293.75 Hrs	20.78	21.51			22.26	22.93	23.04
	15 Months/2156.25 Hrs	21.25	21.99			22.76	23.45	23.56
Housekeeping	Start/0 Hrs	16.55	17.13	17.13	17.50	18.11	18.65	18.74
	3 Months/450 Hrs or 6 Months	16.55	17.13	17.38	17.75	18.37	18.92	19.01
	9 Months/1293.75 Hrs	16.55	17.13	17.63	18.00	18.63	19.19	19.29
	15 Months/2156.25 Hrs	16.61	17.19	17.93	18.30	18.94	19.51	19.61
Dietary Aide	Start/0 Hrs	16.55	17.13	17.13	17.50	18.11	19.38	18.74
	3 Months/450 Hrs or 6 Months	16.55	17.13	17.38	17.75	18.37	19.65	19.01
	9 Months/1293.75 Hrs	16.55	17.13	17.63	18.00	18.63	19.93	19.29
	15 Months/2156.25 Hrs	16.61	17.19	17.93	18.30	18.94	20.26	19.61
Cook Maintenance Worker	Start/0 Hrs	20.12	20.82			21.55	22.20	22.31
	3 Months/450 Hrs or 6 Months	20.75	21.48			22.23	22.90	23.01
	9 Months/1293.75 Hrs	21.10	21.84			22.60	23.28	23.40
	15 Months/2156.25 Hrs	21.56	22.31			23.10	23.79	23.91
PSW	Start/0 Hrs	16.86	17.45	17.95		18.58	19.14	19.24
	3 Months/450 Hrs or 6 Months	16.99	17.58	18.08		18.71	19.27	19.37
	9 Months/1293.75 Hrs	17.39	18.00	18.50		19.15	19.72	19.82
	15 Months/2156.25 Hrs	17.69	18.31	18.81		19.47	20.05	20.15
Activities Coordinator	Start/0 Hrs	17.56	18.17			18.81	19.38	19.48
	3 Months/450 Hrs or 6 Months	17.81	18.43			19.08	19.65	19.75
	9 Months/1293.75 Hrs	18.06	18.69			19.35	19.93	20.03
	15 Months/2156.25 Hrs	18.36	19.00			19.67	20.26	20.36
Activities Assistant	Start/0 Hrs		17.13	17.13	17.50	18.11	18.65	18.74
	3 Months/450 Hrs or 6 Months		17.13	17.38	17.75	18.37	18.92	19.01
	9 Months/1293.75 Hrs		17.13	17.63	18.00	18.63	19.19	19.29
	15 Months/2156.25 Hrs		17.19	17.93	18.30	18.94	19.51	19.61