

Collective Agreement

between

Rykka Care Centre LP
o/a Arbour Creek Long Term Care

and

The Canadian Union of Public Employees,
and its Local 1404.04

CUPE·SCFP

July 1, 2023 – June 30, 2025

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish, maintain and improve the harmonious relations between the Home and the employees covered by this agreement; to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services; to encourage efficiency in operation; to promote the morale, well-being and security of all employees in the bargaining unit; to provide for on-going means of communication between the Union and the Home and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this agreement.
- 1.02 It is recognized that employees wish to work together with the Home to secure the best possible care and health protection for resident clients.

ARTICLE 2 - RECOGNITION

- 2.01 The Home recognizes the Canadian Union of Public Employees as the exclusive bargaining agent of all its employees, employed at Arbour Creek Long Term Care Centre in the former City of Stoney Creek, now the City of Hamilton, save and except supervisors, persons above the rank of supervisor.

Clarity Note: For purposes of clarity, the administrative assistant is excluded pursuant to S. 1(3) (b) of the *Act*.

ARTICLE 3 - DEFINITIONS

- 3.01 A "full-time" employee is an employee who is regularly scheduled to work more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- 3.02 A "part-time" employee is an employee who is regularly scheduled to work not more than twenty-four (24) hours per week, and who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling. The commitment to be available is:
- a) available eleven (11) months of the year;
 - b) available to work Christmas or New Year's
 - c) available to work at least three (3) paid holidays in addition to the above;
 - d) available to work one (1) weekend in two (2).

- 3.03 A student employee is an employee who is in full-time attendance at a recognized educational institute, or a student who intends to return to full-time attendance in the next semester.
- 3.04 All other employees will be considered casual employees. A casual employee is an employee who is called in to work as required and who may, subject to their availability, have regularly scheduled hours of work from time to time (e.g. vacation relief), but does not normally have regularly scheduled hours of work.
- 3.05 The provisions of this agreement shall be read with all generically, grammatical, singular and plural changes as required in the circumstances.

Except where otherwise specified in this agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

- 3.06 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 Home. Such representative(s)/advisors(s) shall have access to the Home's premises in order to deal with any matters arising out of this collective agreement. Permission to access the Home's premises will be requested in advance from the Administrator or their designate and will not be unreasonably denied.
- 3.07 No employee shall be required or permitted to make any written or verbal agreement with the Home 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 Home without proper authorization from the Union.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Home and the Union agree that there will be no discrimination, interference, intimidation, restriction, or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the collective agreement.
- 4.02 The Union agrees that there will be no union activity, solicitation for membership, or collection of union dues on the Home's premises or during working hours except with the written permission of the Home or as specifically provided for in this agreement.
- 4.03 The Home and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter

of race, creed, colour, sex, age, national origin, political or religious affiliation or marital status, place of residence, nor by reason of their membership or activity in the Union, nor any other prohibition of the *Human Rights Code*.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

- 5.01 In view of the orderly procedures established by this agreement for 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 Home agrees that there will be no lockout, in accordance with *The Labour Relations Act* and the *Hospital Labour Disputes Arbitration Act (HLDA)* and Regulations.

ARTICLE 6 - UNION SECURITY

- 6.01 The Home shall deduct from every employee any dues, initiations, or assessments as are uniformly levied, in accordance with the Union Constitution and/or Bylaws and owing by her to the Union. The Union agrees to advise the Home in writing of the amount of the deductions to be made and the amount so indicated shall continue to be deducted until changed by further written notice to the Home.
- 6.02 Deductions shall be from the bi-weekly payroll the Home shall remit the amount of such union dues no later than the 15th day of the following month to the Secretary-Treasurer of the Canadian Union of Public Employees, together with a list of employees from whom the deductions were made.
- 6.03 The Union agrees to indemnify and save the Home harmless with respect to any claim made against the Home by any employee or any group of employees for amounts deducted from pay as provided in Article 6.01 and from any action taken by the Home at the request of the Union.
- 6.04 The Home will furnish the Union with a monthly list of those employees newly hired and terminated. Additionally, the Union will be provided with a copy of each job posting and appointment.

The Employer will provide to the Union on an annual basis a list of all employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address and phone numbers provided. Employees may advise the Employer and Union to not publish their address and phone number.

- 6.05 The Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than students or casual employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who

will be otherwise laid off or terminated with similar terms and conditions of employment is not a breach of this agreement.

It is understood that this article will have no effect on the present practice of contracting out Housekeeping, Laundry and Dietary services.

- 6.06 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except for those situations outlined in Article 6.05, for purposes of instruction, in emergencies or when regular employees are not available.
- 6.07 Union dues deducted from the pay of each employee will be shown on the Employee's T4 slip.
- 6.08 This article shall not prevent residents or their designate from making arrangements for private care providers or publicly funded service delivery (VON, Homecare), private duty or companion care. Such service(s) is/are between the resident and/or designate and the provider and shall not be viewed as a violation of the collective agreement and shall not result in the layoff of any member of the bargaining unit.
- 6.09 Correspondence
- All correspondence between the parties, arising out of this agreement or incidental thereto shall pass to and from the Administrator or their designate and the President of the Union or their designate. In the event the Union determines there is a requirement for a designate, the Union will advise the Employer in writing.
- 6.10 The Union may hold meetings on the Home premises providing permission has been first obtained from the Home.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 a) The Home recognizes the right of the Union to appoint or otherwise select from among those employees who have completed their probationary period and who are covered by the agreement, five (5) stewards, one of whom shall be the Unit Chair whose responsibility it shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure. The Union shall keep the Home notified in writing of the names of stewards appointed or selected under this article as well as the effective date of their respective appointments.
- b) If, in the performance of their duties, a union steward is required to enter an area in which they are not ordinarily employed, they shall, immediately upon entering such area, report her presence to the supervisor or person in charge, as the case may be.

When resuming their regular duties and responsibilities, such stewards shall again report to their immediate supervisor.

- c) The Home agrees to pay for all time spent during their regular hours by such stewards. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

7.02 a) Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management meeting during the term of this agreement, the following shall apply:

The President of the Local 1404 or official designate shall sit on all Committees and shall sign all official documents regarding Local 1404.04. The attendance of the President will not result in an increase in the number of Union representatives eligible to attend committee meetings as outlined in this agreement. For clarity, it is understood that the Union shall advise the Employer in writing of the President's designate(s) and the signing authority that they shall have.

- a) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory.
- b) Meetings shall be held every three (3) months or more frequently at the request of either party. The Committee shall maintain minutes of all meetings and make the same available for review. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda, 5 (five) business days in advance, 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. For clarity, it is understood that the parties will alternate taking minutes and shall make the minutes available one month prior to the next scheduled Labour Management meeting.
- c) The purposes of the Committee will be to discuss and review matters which are of mutual benefit to the parties but shall not include items or issues that are properly dealt with under the grievance procedure or through negotiations.
- d) Any employee representative(s) up to a maximum of three (3) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance. Payment for time spent shall not result in premium pay.

- e) Weekly Indemnity and Sick Leave statistics will be a standing agenda item at Labour Management Meetings.
 - f) The parties agree that workload issues can be discussed at Labour Management Committee. Workload issues must first be discussed by employees with their supervisor prior to discussion at Labour Management.
- b) **Workload Complaint**
1. Either the Union or the Home may submit a complaint in writing relating to workload to the Labour Management Committee. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care.
 2. The written workload complaint, to the extent possible, should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the Labour Management Committee.
 3. The written workload complaint must constitute an agenda item for discussion at the meeting of the Labour Management Committee.
 4. The Home or the Union must respond to the written workload complaint in writing, but this response may be made within two (2) weeks following the meeting of the Labour Management Committee where the complaint was discussed.
 5. Both the written complaint and the written response shall be attached to and form part of the minutes of the Labour Management Committee where the complaint was discussed.

7.03 Negotiating Committee

- a) The Home agrees to recognize a Negotiating Committee comprised of four (4) representatives of the Union for the purpose of meeting with the Home to negotiate renewal agreements.
- b) The Home agrees to pay members of the Negotiating Committee for straight time wages lost from their regularly scheduled working hours, spent in direct negotiations for a renewal agreement, up to but not including arbitration. No such payment shall result in premium pay.

- c) The Home shall grant unpaid time off to all negotiating committee members to attend interest arbitration(s). Seniority will be retained and will accumulate during such unpaid leave.
- d) To facilitate planning, the Union will endeavour to advise the Home, at the time of booking the arbitration, and no later than within seven (7) days of the hearing, which members will be required to attend the hearing(s).

7.04 Health & Safety

- a) The Union and the Home shall co-operate in continuing and perfecting operations which will afford adequate protection for all employees and residents.
- b) Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as members of its Occupational Health and Safety Committee, two (2) representatives selected or appointed by the Union from the bargaining unit. Only one (1) member from the bargaining unit will be eligible to be nominated for certification by the Committee.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him/her on inspections. Scheduled time spent in all activities shall be considered as time worked at regular or premium rates that may apply.
- d) The Home agrees to co-operate reasonably in providing the Health and Safety Committee with necessary information including statistical reports involving abuse of staff (without disclosing personal information about a resident or staff member) to enable the Committee to fulfill its functions to the fullest.
- e) **Positive Work Environment/Violence in the Workplace**

The parties agree that if incidents involving others occur, such action will be recorded and reviewed at the Joint Occupational Health and Safety Committee meeting. The parties agree it includes the application of force, threats, or verbal abuse. The parties further agree that suitable subjects for discussion at the JOHSC and Labour Management meetings include aggressive residents/families.

The Employer will take reasonable steps within its control to address the legitimate health and safety issues of the employees presented at such meetings.

Both parties agree that they share a responsibility to maintain a workplace free from risk of violence. The Employer has a Violence in the Workplace Prevention Program with explicit policies and procedures to deal with such situations. The Joint Occupational Health and Safety Committee shall review the program on a regular basis and make recommendations, as it deems appropriate.

- f) Meetings shall be held every month. The Committee shall maintain minutes of all meetings and make the same available for review.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) The Employer shall take every precaution reasonable in the circumstances for the protection of the worker.
- i) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations.

7.05 The Home agrees that a Union representative shall be given the opportunity of interviewing each new employee, for a period of time not exceeding fifteen (15) minutes, prior to the completion of their probationary period for the purpose of ascertaining if the employee wishes to become a Union member and to acquaint the employee with such representative of the Union and the collective agreement. Such meetings may be arranged collectively or individually for employees of the Home. For clarity, it is understood that union representative shall mean the recognized Unit Chairperson, Steward or Committee member who is employed by Arbour Creek.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable. For clarity, it is understood that all grievance responses shall be sent to the President of the Local.
- 8.02 a) At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by her union representative. In the case of suspension or discharge, the Home shall notify the employee of this right in advance.

- b) When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Home as to the reason for such discharge or suspension.

8.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with the immediate Supervisor within seven (7) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement, within seven (7) days following a response from their immediate supervisor, the matter shall be handled in the following manner and sequence:

Step No. 1: The employee may submit a written grievance signed by the employee, to their immediate supervisor. The grievance shall be in writing and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the collective agreement which are alleged to be violated. The immediate supervisor will deliver their decision in writing within seven (7) days following the day on which the grievance was presented to them. Failing settlement to that response, then:

Step No. 2: Within seven (7) days following the decision at Step No. 1, the grievance may be submitted in writing to the Administrator or their designate. A meeting will then be held between the Home and the Union within seven (7) days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees (CUPE) and the grievor may be present at the meeting. It is further understood that the Administrator or designate may have such counsel and assistance as they may desire at such meeting. The decision of the Home shall be delivered in writing within seven (7) days following the date of such meeting.

8.04 It is understood that the Home has access to the grievance procedure and arbitration procedures in the same manner and to the same extent as the employee.

It is further agreed that the Home may bring forward complaints and grievances within the terms of this agreement to the National Staff Representative of the Local or her designate.

8.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving to management within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this article shall then apply with respect to the processing of such grievance.

- 8.06 A claim by an employee who has completed her probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Home at Step No. 2 within seven (7) days after the date the discharge or suspension is effected. Such special grievance may be settled under the grievance or arbitration procedure by:
- a) confirming the Home's action in dismissing the employee; or
 - b) reinstating the employee without loss of seniority and with full compensation for the lost time; or
 - c) any other arrangement which may be deemed just and reasonable.
- 8.07 All agreements reached under the grievance procedure, which includes arbitration, between the representatives of the Home and the representatives of the Union will be final and binding upon the Home and the Union and the employees.
- 8.08 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure, except that the parties may agree in writing to extend the time limits fixed in both the grievance and arbitration procedures.
- 8.09 It is agreed that upon the mutual consent of the Home and the Union, a meeting may take place at any time prior to the commencement of the arbitration proceeding, for the purposes of the settlement of the grievance.
- 8.10 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 9 - ARBITRATION PROCEDURE

- 9.01 Failing settlement under the grievance procedure between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- 9.02 When either party requests that any matter be submitted to arbitration as provided for in this agreement, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) days thereafter the

other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.

- 9.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.04 The Arbitration Board shall not have jurisdiction to amend, modify, ignore or add to any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and conditions of this agreement.
- 9.05 The decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and the employees. In the event there is no majority decision of the Board of Arbitration, the decision of the Chair will govern.
- 9.06 Each of the parties hereto will bear the expense of the nominee, appointed by it and the parties will jointly bear the fees and expenses of the Chair of the Arbitration Board.
- 9.07 Wherever Arbitration Board is referred to in the agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 10 - MANAGEMENT RIGHTS

- 10.01 The Union recognizes and acknowledges that the management of the Home and the direction of the working force are fixed exclusively in the Home, and without restricting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Home:
- a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents and to maintain order, discipline, and efficiency in connection therewith;
 - b) to establish reasonable rules and regulations, policies, and practices, from time to time to be observed by its employees, provided that such rules and regulations shall not be inconsistent with the provisions of this agreement;
 - c) to hire, discharge, transfer, layoff, recall, promote, demote, classify, assign duties,

suspend, discharge or discipline employees, provided that a claim of discriminatory transfer, promotions, demotions, or classification, or a claim that an employee who has completed their probationary period as provided for in Article 12 has been discharged or disciplined without a reasonable cause may be the subject of a grievance and dealt with as hereinafter provided;

- d) to manage and operate and institute in all respects in accordance with its obligations, which without restricting the generality of the foregoing, includes but is not limited to:
 - i) determining the nature and kind of business and location of premises, equipment and materials to be used, the control of materials and equipment, and the methods and techniques of work;
 - ii) determining the content of jobs, the direction of the working force, the rights to plan and control the operation of the Home, including the scheduling of supervisory personnel, combining or splitting up of departments, work schedules, and the number of employees required for the Home's purposes, and the increase or reduction of personnel;
 - iii) introducing new and improved facilities and methods to improve the efficient operation of the Home.
- e) The Home shall exercise these rights in a fair and equitable manner consistent with this agreement.

ARTICLE 11 - EMPLOYEE PERSONNEL and DISCIPLINE FILES

- 11.01 A copy of any completed evaluation which is to be placed in an employee's file shall be reviewed with the employee. The employee shall initial such evaluation as having been read and understood and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Home against the employee. For clarity, it is understood that the employee's initials or signature does not denote agreement with evaluation.
- 11.02 Each employee shall have reasonable access to their personnel file for the purpose of reviewing their contents in the presence of their Supervisor or designate. An employee has the right to request copies of any documents in this file. Requests to review the file will be submitted in writing, will normally be granted within three (3) business days of the request, and the time for review shall be on the employee's own time.
- 11.03 Letters of reprimand, suspension or other sanction will be removed from an employee's personnel file eighteen (18) months following receipt provided that the employee's record

has been discipline free for the said eighteen (18) month period, except in the case of incidents involving resident neglect/abuse, where the record will remain on file for twenty-four (24) months provided that the employee's record has been discipline free for the said twenty-four (24) month period.

Leaves of absence in excess of thirty (30) continuous calendar days except those leaves where the employee continues to receive compensation from the Employer, will not count towards the eighteen (18) month period noted above.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be defined as the length of service with the Home in the bargaining unit since date of last hire. For part-time employees one (1) year of service shall equal 1850 hours paid. Notwithstanding the above, a part-time employee cannot accrue more than one (1) year's seniority per calendar year.
- 12.02 Seniority for the purpose of job postings, transfers and rates of pay shall be bargaining unit wide.
- 12.03 An employee who transfers from casual or regular part-time to full-time status or full-time to regular part-time status shall not be required to serve a probationary period where they have previously completed one.
- 12.04 A newly hired employee must successfully complete a probationary period of four hundred and fifty (450) hours worked (which would include day not worked but paid for by the Home).

The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure unless the Union claims discrimination as noted in Article 4.03 as the basis of termination.

- 12.05 Upon completion of the probationary period the employee's name shall be added to the seniority list and credited with hours worked.
- 12.06 The seniority list shall include all employees covered by this collective agreement who have completed the probationary period. A copy of the seniority lists shall be posted two (2) times per year in January and July. A copy shall also be given to the Local Union. The seniority of full-time and part-time employees will be shown on separate lists. The lists will show the employees' names by seniority hours for part-time employees and by seniority years for full-time employees.

Any challenge to the seniority list must be submitted in writing to the Administrator within sixty (60) days calendar days of the posting. Where an employee is absent from the date of

posting and throughout the subsequent sixty (60) calendar day timeframe, the employee will be provided with thirty (30) calendar days upon their return to the workplace to submit a written challenge to the posted seniority list.

Up to date information for any interim seniority changes will be available to the Union at the Department Manager or designates' office during regular daytime hours. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 12.04, except for the limited purposes set out herein.

Upon completion of the probationary period, the employee's name will be added to the seniority list and credited with hours worked. If probationary employees are included on the seniority list, it is for convenience and record keeping purposes only. It is understood that probationary employees do not have seniority status until they have completed their probationary period.

Seniority, as set out on the last posted seniority list, will be used for all purposes set out in the collective agreement where seniority is applied, save and except for layoffs and job postings. For layoffs, the seniority list will be updated to the end of the pay period prior to when a notice of layoff is given. For job postings, the seniority of the applicants will be updated to the end of the pay period prior to the job posting.

- 12.07 In the event that an employee transfers from part-time to full-time or vice versa, the calculation in Article 12.01 shall be used to calculate seniority.
- 12.08 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:
- a) when on an approved leave of absence with pay;
 - b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
 - c) when in receipt of Worker's Compensation as the result of injury or illness incurred while in the employ of the Home for a period of twenty-four (24) months;
 - d) when on pregnancy and/or parental leave.
- 12.09 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:
- a) when on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;

- b) when absent due to layoff for a period of up to twenty-four (24) months;
- c) when absent due to illness or accident unrelated to Worker's Compensation for a period of up to twenty-four (24) months.

12.10 Job Postings

- a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Home, (unless notified in writing by the Home of its intent not to fill, or to postpone the filling of such vacancy), such vacancy shall be posted for a period of seven (7) consecutive calendar days. Employees in the bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein.
- b) At the request of the employee, the Home will discuss with unsuccessful applicant's ways in which they can improve their qualification for future postings.
- c) The postings shall stipulate the qualifications, classifications, rate of pay, shifts, and department concerned.
- d) With respect to appointments under Article 12.10 a), the Employer agrees that appointment shall be made of the senior applicant able to meet the normal requirements of the job.

In the event no qualified applicant is found within the bargaining unit, the Home may recruit external to the bargaining unit.

- e) Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the terms of this Agreement.
- f)
 - i) Where a full-time employee fills a temporary full-time line, the full-time employee shall retain full-time status for all purposes of the collective agreement.
 - ii) Where a full-time employee fills a temporary part-time position, the employee will retain her full-time status for a maximum period of six (6) months. However, if the full-time employee continues in the temporary part-time position beyond six (6) months, the full-time employee will thereafter be treated as a part-time employee. Without limiting the generality of the foregoing, the full-time employee will thereafter cease to be enrolled in the insured benefit plans under Article 16, will cease to be eligible for sick leave

under Article 14.08, and will be treated as a part-time employee for seniority and service accumulation purposes and for holiday pay, holiday entitlement, vacation pay and vacation entitlement purposes. If the full-time employee continues in the temporary part-time position beyond six (6) months, they will be paid the part-time in-lieu payment thereafter for the remaining duration of her filling the temporary part-time position.

In the event that the employee reverts to their permanent full-time position, they will cease receiving the part-time in-lieu payment and will be reinstated to the benefit plans under Article 16 in which they were participating, with no requirement to serve a further waiting period for the benefit plans. Any sick leave credits that the full-time employee had at the point of filling the temporary part-time position for six (6) months will be reinstated. For all other purposes, they will resume being treated as a full-time employee, including for the accumulation thenceforth of seniority and service and for holiday and vacation purposes.

- g) Upon completion of the temporary vacancy, such employee shall be reinstated to her former position, unless the position has been discontinued, in which case Article 13 would apply.
- h) The Home shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- i) An employee selected as a result of a posted temporary or permanent vacancy need not be considered for a further temporary vacancy for a period of six (6) months from the date of the employee's selection.
- j) Where the applicant has been selected in accordance with this article and in so doing has moved to a higher classification, if it is subsequently determined that they cannot satisfactorily perform the job to which they were awarded, the employee or the Home will, within the familiarization period in their new position, return them to their former position.

The familiarization period referred to above will not exceed 300 hours from the date on which the employee was first assigned to the vacancy.

- k) Temporary vacancies expected to exceed sixty (60) days shall follow the posting procedure as set out in this article. In the event there is no successful internal applicant, a temporary employee may be hired for a specific term, which will not normally exceed six (6) months, except in the case of a vacancy created by pregnancy/parental leave a temporary employee may be hired to cover the entire

leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

The Home will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment. Any extension up to a further six (6) months will be discussed with the Union and any proposed extension beyond a further six (6) months will be subject to the mutual agreement of the parties.

12.11 Loss of Seniority

Seniority status, once acquired, will be lost and the employee will be deemed to be terminated for the following reasons:

- a) they are discharged for just cause and are not reinstated;
- b) they resign or retire;
- c) they are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing satisfactory reason acceptable to the Home;
- 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, they are unable to do so. It shall be the responsibility of the employee to keep the Home informed of their current address;
- e) they are laid off for a period longer than twenty-four (24) months;
- f) they are absent occasioned by illness or accident unrelated to Worker's Compensation exceeding twenty-four months;
- g) for casual employees as per Article 3.04, who do not work a minimum of ten (10) shifts for which they had stated availability in six (6) consecutive months.

12.12 The seniority hours of full-time and part-time employees shall be shown on separate lists.

12.13 Transfers Outside the 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 Home 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 out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

12.14 New Classification

When a new classification within the bargaining unit is established by the Home, the Home shall determine the rate of pay for such new classification. The Employer shall advise the Union in writing of the rate of pay for the new classification and shall forward a copy of the job description to the Union for which the rate of pay is applicable. Notification shall be sent to the Union within seven (7) days.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new classification. If the parties reach agreement, the agreement is effective as of the date on which the Home gave the Union notice of the new rate.

When the Home makes a substantial change 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.

If the parties are unable to reach an agreement, the matter maybe referred 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.

Any change awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

ARTICLE 13 - LAYOFF AND RECALL

13.01 Both parties recognize that job security should increase in proportion to length of seniority.

13.02 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.

In the event of a proposed layoff within the bargaining unit, the Home shall:

- a) provide the Union with no less than six (6) weeks written notice of the proposed layoff; and
- b) provide affected employees with notice in accordance with the *Employment Standards Act*. The *Act* will be considered to provide the following additional notice:
 - For service greater than nine (9) years, nine (9) weeks of notice;
 - For service greater than ten (10) years, ten (10) weeks of notice;
 - For service greater than eleven (11) years, eleven (11) weeks of notice;
 - For service greater than twelve (12) years, twelve (12) weeks of notice.
- c) meet with the Union through the Labour Management Committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union and to the employee(s) in (a) and (b) above shall be considered notice to the Union and to other employee(s) of any subsequent layoff.

"Layoff" is defined as the elimination of a position occupied by an employee or the reduction of the regularly scheduled hours of an employee that is, in either case, of a permanent or long-term duration greater than thirteen (13) weeks.

13.03 In the event of layoff, employees shall be laid off in reverse order of seniority, provided that those employees retained at work by reason of seniority are able to meet the normal requirements of the job to perform the work. Employees shall be recalled in order of their seniority, provided they have the skill and qualifications to do the work required.

No new employee will be hired for a position while there are employees on layoff with seniority who are able to meet the normal requirements of the job.

No new employee will be hired for a position while there are employees on layoff with seniority who have the skill and qualifications to do the work required by the position.

Any employee who is subject to layoff shall have the right to either:

- a) accept the layoff, or
- b) opt to retire, if eligible under the terms of the pension plan, or
- c) displace another employee who has lesser seniority in an identical classification or another classification for which the employee has suitable qualifications, skill and experience and can perform the duties of the classification, without requiring training.

The employee must declare in writing to the Administrator their intentions within five (5) days of being notified of the layoff.

- 13.04
- a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, providing they have the ability to perform the work, before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
 - b) The Home shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Home (which notifications shall be deemed to be received on the second day following the day 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 Home.
 - 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 layoff should it become vacant within six (6) months of being recalled.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 Granting of time off under this Article (other than pregnancy and parental leave) will be subject to the operational limitations of the departments/areas in which the employee(s) is/are employed. The Emergency Leave provisions of the *Employment Standards Act* of Ontario shall apply but the parties understand these are complementary but not supplemental to the provisions of this article.
- 14.02 Leaves of absence, without pay, for legitimate personal reasons may be granted by the Home upon written request, and such leave will not be unreasonably denied. Employees on approved leave of absence should not engage in any gainful employment without permission of the Home.

14.03 Leave for Union Business

- a) The Home shall grant leave of absence to employees selected by the Union to attend Union business including conferences, conventions and Provincial meeting provided that such leave will not interfere with the efficient operation of the Home. The Union will provide twenty-one (21) days written notice of request for such leave unless not reasonably possible to do so. Such leave shall be limited to forty-five (45) days cumulative in any calendar year and shall involve a maximum of four (4) employees at any one time.
- b) When an employee is absent due to a Union Leave under this article, the Employer shall pay the employee their normal wages and shall bill the Union for an amount equal to the cost of wages and benefits received by the employee during the leave of absence. All such invoices shall be paid by the Union within thirty (30) days from the date of invoice.
- c) Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence without pay shall be granted to such employee(s) elected to or selected for full-time positions with the Union for a period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

During such leave of absence seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week. In addition, during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Employer of their intention to return to work at least six (6) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

14.04 Bereavement Leave

- a) Upon the death of an employee's spouse, same sex partner, child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the 2nd day following the day of the funeral;
- b) Upon the death of an employee's mother, father, step-parents, mother-in-law,

father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral;

- c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral;
- d) In the event of a spring internment, an employee may save one of the days identified above without loss of pay to attend the internment;
- e) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of their aunt or uncle, niece or nephew to attend the funeral;
- f) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which they are receiving payment for holiday pay or vacation pay. It is understood, however, that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated;
- g) Where it is necessary because of distance, the employee may be provided up four (4) days additional unpaid leave;
- h) Other types of compassionate leave without pay may be granted at the discretion of the Home.

14.05 Jury and Witness Duty

Jury and Witness Duty leave will be available to full-time and regular part-time employees. The employee must prove the need to attend jury duty in a court proceeding in which the Crown is a party or produce a subpoena to attend a court of law. The employee will not lose regularly scheduled wages because of such attendance provided that the employee:

- a) notifies the Administrator or designate immediately;
- b) presents proof of service in the court;
- c) deposits with the Home the full amount of compensation received excluding mileage, travel, and meal allowance.

14.06 Pregnancy Leave

- a) An employee who becomes pregnant will be granted leave of absence in accordance with current Provincial Standards. Seniority shall accumulate during the period of such leave.
- b) Effective for full-time employees commencing pregnancy leave after the ratification of the collective agreement, the Home will provide supplemental benefits who can show proof of being in receipt of Employment Insurance benefits as follows:
 - i) the employee will be required to bring in EI cheque stubs for earnings verification;
 - ii) the supplemental benefit provided by the Home will be calculated as the difference between seventy-five (75%) percent of her normal weekly earnings from the Home and the sum of her weekly Employment Insurance benefits and any other earnings;
 - iii) the supplemental benefits will last for a total of fifteen (15) weeks;
 - iv) the employee must have been employed continuously for thirteen (13) weeks prior to the pregnancy leave of absence.

14.07 Parental Leave

- a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act* (Ontario).
- b) An employee who is a parent of a child is entitled to a leave of absence without pay following the birth of a child or the child coming into the employee's custody, care and control for the first time except where amended in this provision. An employee may begin parental leave no later than fifty-two (52) weeks after the day the child is born, or comes into the employee's custody, care and control for the first time.
- c) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not come into the employee's custody, care and control for the first time.
- d) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least four (4) weeks in advance of the date of the commencement of such leave and the expected date of return.
- e) An employee who has taken pregnancy leave under Article 14.06 is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with

the *Employment Standards Act*. An employee who has not taken pregnancy leave under Article 14.06 is eligible to be granted a parental leave of up to sixty-three (63) weeks duration, in accordance with the *Employment Standards Act*. For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

- f) In the cases of adoption, the employee who is an adoptive parent shall advise the Home as far in advance as possible with respect to a prospective adoption and of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- g) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise while an employee is on parental leave. (Note – 63 weeks includes two (2) week waiting period which would have been served if consecutive with pregnancy leave). Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department and at the same rate of pay.

14.08 Sick Leave and Weekly Indemnity (Full-time employees)

- a) Every January, full-time employees who have completed their probationary period shall be credited with four (4) sick days in advance, payable at 100% of the employee's straight time scheduled wages lost for the first day of any legitimate personal sickness.
- b) For personal sicknesses, the Employer will pay sixty-five percent (65%) of the full-time employee's straight-time scheduled wages lost due to legitimate personal illness from the second calendar day up to and including the seventh calendar day.

14.09 If an employee is required to self-isolate because of the Employer's policy, Public Health directive, 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 sick leave, vacation or in lieu entitlements for any hours of work lost during such period.

ARTICLE 15 - HOURS OF WORK and SCHEDULING

15.01 The standard workday for full-time employees shall be seven and one-half (7 ½) hours exclusive of a one-half (1/2) hour unpaid meal break. The Home will use its best efforts to ensure the one-half (1/2) hour meal period is uninterrupted. It is recognized that emergency situations do arise, and at such times the employees may be requested to interrupt their meal period. In this event, the balance of the meal period shall be rescheduled. The hours of work shall not be construed as a guarantee of the hours of work to be performed on each shift or during each shift schedule.

15.02 Except where mutually agreed otherwise between the Home and an employee, shift schedules shall be arranged so that an employee:

- a) is not scheduled to work more than six (6) consecutive days;
- b) has every other weekend off, unless hired for weekend work.

15.03 Employees may exchange working days and off days provided such exchange is approved by the Department Supervisor or Administrator and provided that such change results in no additional cost to the Home. The employees shall be advised within three (3) business days of request being made if the request has been approved.

15.04 Employees shall be entitled to paid rest periods of fifteen (15) minutes duration as follows:

- 3.5 to 5 hours inclusive: 1 rest period
- >5 hours to 6.5 hours: 1 rest period
- 6.5 hours or more: 2 rest periods.

Where an employee performs authorized overtime work of at least three (3) hours duration, the Home will schedule a paid rest period of fifteen (15) minutes.

15.05 An unpaid meal period of one half (1/2) hour will be scheduled by the Home for shifts of greater than five (5) hours. An employee who works a second (2nd) consecutive full shift shall be entitled to the normal rest period and meal period for the second shift and shall be provided at the time of the meal period with a meal.

15.06 Shift schedules, covering a four (4) week period, will be posted two (2) weeks in advance.

It is the employee's responsibility to consult the posted work schedule.

The Home will endeavour to provide as much notice as practicable, no less than twenty-four (24) hours, of a change in posted work schedules. Changes to the posted work schedule shall be brought to the attention of the employee. If less than twenty-four (24) hours notice of change of shift is given, the first four (4) hours (or duration, whichever is less) of the first shift of the changed schedule shall be paid at time and one half (1 ½).

- 15.07 Where an employee is scheduled to work on either Daylight Savings Time, or Eastern Standard Time, they shall be paid the actual number of hours worked, at straight time.
- 15.08 Where an employee makes prior arrangements for time off a shift of duty, the employee shall not be scheduled to work another shift of duty that day unless otherwise agree.
- 15.09 a) Any shifts that were known to be available prior to the posting of the schedules shall be assigned on the schedule on the basis of equal distribution provided that a more junior employee does not receive more scheduled hours than a more senior employee. This article applies only to employees who have no stated limitations to their availability.
- b) All employees are required to provide the Employer with their availability for call-in shifts in writing, on a regular basis as set out by their department. An employee will only be called in for work for shifts/days for which they have indicated in writing that they are available. It is understood that if any employee fails to provide the Employer with their availability for call-in shifts in writing, as set out by their department, that employee's name shall be removed from the call-in list until they do so in writing and will be effective within three (3) business days from receipt.
- 15.10 Reporting Pay

Employees who report for any scheduled shift 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. The reporting allowance outlined herein shall not apply whenever an employee has received prior notice not to report for work.

ARTICLE 16 - BENEFITS

- 16.01 The Home agrees to pay the indicated percentage of the following plans for full-time bargaining unit employees, excluding probationary employees, who qualify under the terms of said plan and who subscribe to the said plan through payroll deduction:
- a) one hundred percent (100%) of the premium for life insurance coverage, for an amount equal to one and one-half (1 ½) times the employee's salary to a maximum of \$150,000 (effective August 1, 2016);
- b) one hundred percent (100%) of the premium for Weekly Indemnity Insurance

The Weekly Indemnity Insurance will be a 1/1/8 Plan, providing payment coverage of 65% of the full-time employee's straight time scheduled wages lost for a maximum benefit period as follows:

- i) for injury, commencing on the first calendar day for a maximum benefit period of fifteen (15) weeks;
 - ii) for hospitalization or day surgery, commencing on the first calendar day for a maximum benefit period of fifteen (15) weeks;
 - iii) for personal sicknesses, commencing on the eighth (8th) calendar day for a maximum benefit period of fourteen (14) weeks.
- c) one hundred percent (100%) of the premium for Extended Health coverage - \$25 - \$50 deductible, lifetime maximum \$10,000;

Effective the first full calendar month following the date of ratification of the 2018 Memorandum of Settlement: 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.

- d) one hundred percent (100%) of the premium for a dental plan, current ODA fee schedule (no co-insurance).
- e) Vision care coverage of up to \$225.00 for glasses or contacts and \$60.00 for optometrist exams. Effective March 1, 2020, increase vision care coverage to up to \$250.00/24 months for glasses or contacts and retain coverage of \$60.00/24 months for optometrist exams.

16.02 Without limiting the employee benefits set out in Article 16.01, it is agreed that each employee shall advise the Home in writing of the facts and circumstances relevant to their insurability, and that of their family where applicable, and any changes in status thereafter. The Home shall rely on such information in placing insurance coverage until such time as otherwise instructed by the employee in writing.

16.03 It is agreed that if an employee fails to perform work for the Home for a period in excess of two (2) months by reason of sickness, accident, or approved leave of absence, the Home will pay the cost of benefits as required under Article 16.01 during such two (2) month period, but thereafter, to a maximum of twelve (12) months, the cost of continuing the employee benefits will be borne solely by the employee, unless otherwise required by law. In the event the employee advises the Employer of their desire to continue paying their benefits, the employer shall provide to the employee, all information regarding continued payment to the employee.

16.04 Nursing Home and Related Industries Pension Plan (Standard Language)

- a) In this article, the terms used shall have the meanings as described:

“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 leave;
- v) paid bereavement leave;
- vi) jury duty;

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

“Eligible Employee” is defined as full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

- b) Effective July 1, 2024, each eligible employee covered by this collective agreement shall contribute from each pay period an amount equal to three and a half percent (3.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three and a half percent (3.5%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the employee pays the matching amount.

The parties agree that this article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- c) The employee and 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

towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and 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 exceeds that which the Employer would have if the Plan were a defined contribution plan.

- e) The Employer agrees to provide the Plan Executive Director 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 Executive Director 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 purposes of calculations 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.

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.

16.05 Part-time employees, upon completion of the probation period will receive an amount equal to ten (10%) of straight time wages for each hour worked by the part-time employee in-lieu of all benefits except vacation, pension, and holiday.

16.06 Benefits Post Age 65

Full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 16.01
- a) Reduce life insurance and AD&D by 50%
 - b) Weekly Indemnity
 - c) Extended Health
 - d) Dental
 - e) Vision Care

Full-time employees who continue to be employed past age 65 shall be given a one-time option to continue with the benefits as described above, or the employee can elect to receive the percentage in lieu as Article 16.05.

For clarity, once a full-time employee has elected to no longer receive benefits, the employee will not be able to participate in the benefit plans at a subsequent date.

In any event, once an employee reaches the age of 70 and they continue to be employed full-time, the employee's coverage under the above noted benefits will cease. The full-time employee will thereafter be paid the part-time in-lieu payment, which is paid in lieu of all of the benefits and payments for which it is paid to part-time employees.

If legislation or NHRIPP prohibits an employee from contributing because of age, the

Employer will direct an amount equivalent to the pension contributions under Article 16.04 (b) to the employee.”

16.07 Change of Carrier

The Employer may substitute another carrier for any of the benefit plans provided that the benefits and level of benefits remain the same or better. The Employer will advise the Union in writing of any change in carrier or underwriter at least thirty (30) days prior to implementing the change. Upon request, the Employer will meet with the Union to explain the proposed change and to receive any input. The Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for the employees covered herein.

ARTICLE 17 - PREMIUM PAYMENT

17.01 All overtime must be authorized by the Administrator or delegate. Overtime shall be offered to full-time employees first on a rotational basis who have made themselves available for overtime, are qualified to perform the work and who incur the least amount of overtime.

17.02 If an employee is authorized to work more than seven and one half (7 ½) hours in a day or more than seventy-five (75) hours in a two (2) week period they shall receive overtime premium of one and one half (1 ½) times her straight time hourly rate.

Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour request or as a result of a mutual agreement between employees or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two employees.

17.03 Overtime premium will not be duplicated for the same hours worked nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this collective agreement.

17.04 Callback

When an employee is called back to work, after having left the premises and before commencing her next regular shift, they will be given a minimum of four (4) hours of work at the rate of time and one half (1 ½) their regular earnings. If the callback is within four (4) hours of the start of her regular shift, they will be paid at the rate of time and one half (1 ½) for all hours worked prior to her regular shift, and at straight time for her regular shift.

17.05 Employees, other than Registered Nurses, will be paid a shift premium of thirty-five cents (\$0.35) per hour for each hour worked between the hours of 11:00 p.m. and 7:00 a.m.

- 17.06 Employees, other than Registered Nurses, will be paid a shift premium of twenty-five cents (\$0.25) per hours for each hour worked between the hours of 3:00pm and 11:00pm.
- 17.07 Registered Nurses will be paid a shift premium of fifty cents (\$0.50) per hour for all hours worked between the hours of 3:00 p.m. and 7:00 a.m.
- 17.08 All employees required to wear a uniform will receive a uniform allowance of \$0.06 per hour for all hours worked.
- 17.09 **Weekend Premium**

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 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to the regular Shift premium.

Effective the first pay period after ratification, employees shall be paid a weekend premium of an additional twenty cents (\$0.20) 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 July 1, 2020, employees shall be paid a weekend premium of an additional twenty-five cents (\$0.25) 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.

ARTICLE 18 - PAID HOLIDAYS

- 18.01 An employee who otherwise qualifies under Article 18.02 hereunder shall receive the following as paid holidays:

New Year's

Good Friday

Easter Sunday

Victoria Day

Canada Day (July 1st)

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Two (2) float holidays *In order to qualify for the float days, an employee must complete the probationary period.

In the event that the Provincial or Federal Government declares an additional holiday such holiday will be substituted for a floating holiday.

- 18.02 In order to qualify for pay for a holiday, an employee shall complete her full scheduled shift on the holiday and on each of the working days immediately preceding and following the holiday, unless excused by the Home for reasonable cause or the employee was absent due to:
- a) legitimate illness or accident which commenced within a month of the date of the holiday;
 - b) vacation granted by the Home;
 - c) the employee's regular scheduled day off;
 - d) a paid leave of absence provided the employee is not otherwise compensated for the holiday;
 - e) illness and upon request shall produce a medical certificate.

However, if an employee is ill part way through a shift, they will be eligible to top up their day's wages with sick credits or alternate credits.

- 18.03 Normally, all positions shall receive either Christmas or New Year's Day off, unless the employee elects to work both days. The day off shall alternate annually. In the event of a conflict, the deciding fact will be which holiday the employee worked the previous year and seniority. In order to accommodate the granting of time off, scheduling provisions can be waived between December 15th and January 9th.
- 18.04 A full-time employee who works on a paid holiday shall be paid time and one half (1 ½) for all hours worked on the holiday plus either i) an alternate day off with pay to be mutually scheduled by the employee and the Home, or ii) to be paid out holiday pay.

The full-time employee must advise her Department Manager or designate in writing at least one (1) week prior to the posting of the schedule in which the holiday falls whether they elect i) or ii), and if they fail to do so, the employee will be paid out the holiday pay.

The alternate day (i.e. lieu day) is to be taken within sixty (60) days following the holiday. Upon written request the timeframe may be extended, by mutual agreement between the employee and the Employer. Thereafter, or upon request of the employee, the day will be paid.

A regular part-time employee who works on a paid holiday shall be paid time and one half

(1 ½) for all hours worked on the holiday plus an average day's pay. The average day's pay is calculated by adding the total hours worked in the preceding twenty-eight (28) days to the holiday and dividing it by 20.

- 18.05 Where an employee qualifies and where a holiday falls during her scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and the Home agree to schedule a different day off with pay.

ARTICLE 19 - VACATIONS

- 19.01 Employees, other than Registered Nurses, shall receive an annual vacation with pay on the following basis:

- < 1 year of service - ESA
- 1-3 years of service - 2 weeks
- 3-7 years of service - 3 weeks
- 7-14 years of service - 4 weeks
- 14-23 years of service - 5 weeks
- 23-28 years of service - 6 weeks
- >28 years of service - 7 weeks

Registered Nurses shall receive an annual vacation with pay on the following basis:

- < 1 year of service - 1.25 days per month
- 1-3 years of service - 3 weeks
- 3-15 years of service - 4 weeks
- 15-23 years of service - 5 weeks
- >23 years of service - 6 weeks

- 19.02 The vacation year shall be the calendar year.

- 19.03 Upon termination of employment, an employee shall receive vacation pay in lieu of unused vacation on the following basis:

- a) employees with less than one (1) year of service shall receive vacation pay as required by the *Employment Standards Act, 2000*, for the Province of Ontario;
- b) employees with one (1) year of service or more shall receive vacation pay in accordance with Article 19.01.

- 19.04 Employees shall not waive vacation and draw double pay. Employees must take all vacation within the calendar year unless prior written approval from the Administrator or designate is received to carry over vacation.

19.05 The Home agrees that it will post a vacation entitlement list by March 15th in each department so that employees may indicate in writing on the Employees' vacation entitlement list, no later than April 15th, the vacation period they wish. In the event of conflict, seniority shall govern.

The vacation schedule shall be confirmed by May 15th. Any remaining time shall thereafter be granted on a first come first served basis. All other vacation requests shall be submitted three (3) weeks prior to the posting of the schedule in which time the time off requested and such requests, if granted, will be in order of date of request.

19.06 The Home will schedule vacations in compliance with the employees' wishes, subject to seniority and the maintenance of the efficient operation of the Home. The final right to determine vacation time is vested in the Home.

Vacations must be taken between January 1st and December 14th of any calendar year.

19.07 Prior to leaving on vacation, employees are responsible for checking the schedule, or in the case of part-time employees providing availability, checking with staffing, as to the date and time they are to report for work on return from vacation.

19.08 Employees who have three (3) weeks or more of vacation entitlement may use one (1) week as single day vacations.

19.09 Vacation pay will be paid to all full-time employees on the regular pay during their vacation. Vacation pay for regular part-time and casual staff will be added to their pay cheques on each pay date.

19.10 Re: Vacation

The parties agree to following for the purpose of administering vacation under this collective agreement;

1. In the year in which a full-time employee's employment ceases, whether through resignation, retirement, termination or otherwise, their vacation entitlement is calculated on the basis of the applicable percentage of their gross earnings, as per Article 19.02, from January 1st of the year to the date of the cessation of their employment. In the event that the employee has been paid less vacation pay in that year than their entitlement, the Employer will pay the difference owing to the employee upon their cessation of employment. In the event that the employee has been paid more vacation pay in the year than their entitlement, the Employer will deduct the difference from any wages or other payments owing to the employee.

2. Full-time employees who have been unable to use their full vacation entitlement in a calendar year will be paid out any remaining vacation money by the end of January in the next year.
3. Full-time employees who are on an unpaid absence exceeding thirty (30) calendar days will have their vacation entitlement adjusted in the following vacation year to reflect the period of unpaid absence.

ARTICLE 20 - EDUCATION

- 20.01 Both the Home and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of the members' responsibility for their own professional development and the Home shall endeavour to provide programs related to the requirements of the Home. Available programs will be publicized at least one (1) week in advance and the Home will endeavour to provide employees with opportunities to attend such program during their regularly scheduled working hours.
- 20.02 When an employee is on duty and authorized to attend any in-service program or e-learning within the Home and during her regularly scheduled working hours, they shall suffer no loss of regular pay. When an employee is required by the Home to attend courses or e-learning outside of their regularly scheduled working hours, they shall be paid for all time spent in attendance on such courses or e-learning at their regular straight time hourly rate of pay. No payment shall result in premium pay. Maintaining any required certification is not included under this Article (e.g. CPR if required).
- 20.03 The Home undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Home has decided to introduce which will significantly change the status of the employee within the bargaining unit.
- 20.04 The Home agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect if any, on the employee concerned.
- 20.05 Leave of absence, without pay, for the purposes of further education directly related to the employee's employment with the Home may be granted on written application by the employee to management. Requests for such leave will not be unreasonable denied and are subject to the operations of the Home. All requests shall be reviewed on an individual basis.
- 20.06 Where the Home requires an employee to upgrade their qualifications or requires the employee to take a course, the Home shall pay for the cost of the course. Where the

course is on an employee's regularly scheduled day to work, the Home shall pay the employee for their scheduled hours. This article does not apply to upgrading/course requirements mandated by a professional body to maintain registration/certification.

- 20.07 Registered Nurses or Registered Practical Nurses will not be required, as part of their regular duties, to supervise the activities of students.

Where computers are introduced into the workplace and employees are required to utilize those computers in the course of their duties, the Home agrees that necessary computer training will be provided at no cost to the employees involved, provided the scope of the training provided is determined by the Home.

ARTICLE 21 - WAGES

- 21.01 Employees shall be classified and paid in accordance with Schedule "A" attached to this agreement.
- 21.02 The Home will recognize recent related experience, for Registered Nurses and Registered Practical Nurses only, on the basis of one (1) salary scale increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred and fifty (1850) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee in the above-mentioned classifications to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if they fail to do so they shall not be entitled to recognition.
- 21.03 Employees shall normally be paid every second (2nd) Thursday for the two (2) week period commencing on a Sunday and ending on a Saturday. In the event of a change to a new payroll system, or payroll provider, during the life of this agreement, which necessitates a change in the payroll schedule, the Home will advise the Union and work with them to effect a smooth transition.
- 21.04 In the event of an error on an employee's pay, such error being either an overpayment or an underpayment, the adjustment will be made on the next pay period following the date on which the error came to the Home's attention or within three (3) business days if the amount is greater than 7.5 hours.

The Home may consider exceptional circumstances which could result in a different arrangement.

- 21.05 There shall be no pyramiding of any payments, benefits, or premiums.

- 21.06 Premiums shall not form part of the hourly rate.

21.07 When an employee is temporarily transferred to replace an employee in a higher paid classification, coming within the scope of this agreement, they shall be paid the rate of pay consistent with their position on their salary range, of the employee they are replacing.

When an employee is temporarily transferred to a lower rated job, they shall receive their own rate, unless they seek such transfer, in which case they shall receive the rate of the job to which they are transferred.

21.08 Employees within their job classification will progress from the "Start Rate" to the "6 Month" rate, on the basis of the definition of one (1) year as per Article 12. Hours worked and paid for, and hours not worked and paid for by the Home, and hours not worked and paid for under the *Workplace Safety and Insurance Act* shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their present classification.

21.09 Where an employee is assigned the responsibility of a supervisor for a full shift or more, they shall be paid seventy-five cents (\$0.75) per hour for such duty in addition to her regular salary. Such premium will not form part of the hourly rate.

21.10 Increases to the salary schedule shall be retroactive to the start date of the collective agreement. Where employees either have left the employ of the Home and/or have entered into the employ of the Home between the start date and expiry date of the collective agreement they shall be entitled to the pro-rated amount of such payments.

The Home will endeavour to provide all retroactivity within thirty (30) days of the Interest Arbitration Award and/or receiving written notice of ratification. If the retro is not paid within forty-five (45) days, then thereafter interest will be paid.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Home at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 22 - MISCELLANEOUS

22.01 Copies of this collective agreement will be provided to each employee covered by the collective agreement by the Union. The cost of printing the collective agreement will be shared equally by the Home and the Local Union.

22.02 Whenever the feminine pronoun is used in this agreement, it includes the masculine

pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

- 22.03 It shall be the duty of each employee to notify the Home promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Home will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Home of any change to her telephone number.
- 22.04 Prior to effecting any significant changes in rules or policies, which affect employees covered by this agreement, the Home will discuss the changes with the Union and provide copies to the Union.

The employee shall abide and comply with all rules and regulations as provided by the Home unless such rules and regulations conflict with the agreement, in which case the agreement shall be binding.

- 22.05 The Home shall provide a bulletin board for the Union to post notices. Such board shall be in a location accessible to those staff represented by the Union. Posting of any notices on this bulletin board is subject to the approval of the Administrator or delegate. The Home will provide such approval within one (1) business day of receiving the notice.

22.06 Liability Insurance

Should an employee, who is a health professional under the *Regulated Health Professions Act*, be required to provide their Regulatory College with proof of the Employer's liability insurance, the liability coverage for Health Professionals in the Home's employ.

It is understood and agreed that the provision of the above noted letter in no way obligates the Employer to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable LTC legislation or regulation.


ARTICLE 23 - DURATION

- 23.01 This agreement shall be binding and remain in effect until June 30, 2025, and shall continue from year to year thereafter, unless either party gives to the other party notice in writing, as provided in Article 23.03 in any year that it desires its termination or amendment.
- 23.02 Any changes deemed necessary in this agreement may be made by mutual agreement in writing at any time during the existence of this agreement.
- 23.03 Either party desiring to propose changes to this agreement, shall, within ninety (90) days

prior to the termination date, give notice in writing to the other party of the changes proposed, or to be proposed. It is agreed that upon receipt of such notice, the party receiving the same will take immediate steps to set up a convenient date for negotiations to commence.

Signed this 26th day of November, 2024.


For the Union


Karen Shimoda (Nov 26, 2024 14:54 EST)


Kim Bowslaugh (Nov 27, 2024 05:36 EST)



Kim Schaffner (Nov 3, 2024 04:59 EST)

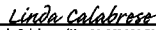

Julie Lambert (Nov 27, 2024 11:22 EST)


Ruby Gill (Nov 30, 2024 13:17 EST)



For the Employer


Paula White (Nov 26, 2024 13:47 EST)


Linda Calabrese (Nov 26, 2024 21:50 EST)

SCHEDULE "A"

Classification		Current	June 21, 2023	July 1, 2023	After Ratification	July 1, 2024	August 11, 2024	June 30, 2025
			3.5%	3.5%		3.5%		
Registered Practical Nurse (Clinical Leader) Wound Care RAI	Start Rate	\$28.18	-	\$29.17	\$29.92	\$30.97	-	-
	6 months	\$29.65	-	\$30.68	\$31.43	\$35.53	-	-
Registered Practice Nurse	Start Rate	\$26.84	-	\$27.78	\$28.53	\$29.53	-	-
	6 months	\$28.20	-	\$29.19	\$29.94	\$30.99	-	-
Personal Support Worker	Start Rate	\$24.67	-	\$25.54	-	\$26.43	-	-
	6 months	\$25.75	-	\$26.66	-	\$27.59	-	-
Restorative Aide	Start Rate	\$21.67		\$22.43		\$23.22		
	6 months	\$22.75		\$23.55		\$24.37		
Recreation Aide	Start Rate	\$20.82	-	\$21.55	\$21.85	\$22.61	-	-
	6 months	\$21.90	-	\$22.66	\$22.96	\$23.76	-	-
Resident Care Aide	Start Rate	\$17.00	-	\$17.60	\$18.21	\$18.85	-	-
	6 months	\$17.32	-	\$17.93	\$18.80	\$19.46	-	-
	1 year	\$17.67	-	\$18.29	\$19.42	\$20.10	-	-
Home Clerk	Start Rate	\$16.60		\$17.18	\$17.48	\$18.09	-	-
	6 months	\$17.45		\$18.06	\$18.36	\$19.00	-	-
Reception	Start Rate	\$13.67		\$17.13	-	\$17.73	-	-
	6 months	\$13.67		\$17.13	-	\$17.73	-	-
Student		\$14.35		\$16.15	-	\$16.72	-	-
Registered Nurse	Start	\$31.67		\$32.22	-	\$35.01	-	-
	After 1 year	\$33.04		\$33.61	-	\$36.52	-	-
	After 2 years	\$34.11		\$34.71	-	\$37.72	-	-

	After 3 years	\$35.94		\$36.56	-	\$39.73	-	-
	After 4 years	\$37.38		\$38.04	-	\$41.33	-	-
	After 5 years	\$39.18		\$39.86	-	\$43.31	-	-
	After 6 years	\$40.89		\$41.61	-	\$45.22	-	-
	After 7 years	\$44.37		\$45.15	-	\$49.06	-	-
	After 8 years	\$47.95		\$48.78	-	\$53.00	-	-

New Hire Rates (Employees hired after July 15, 2016)

Classification		Current	June 21, 2023	July 1, 2023	After Ratification	July 1, 2024	August 11, 2024	June 30, 2025
			3.5%	3.5%		3.5%		
Registered Practical Nurse (Clinical Leader) Wound Care RAI	Start Rate	\$27.61	-	\$28.58	\$29.33	\$30.36	-	-
	6 months	\$28.18	-	\$29.17	\$29.92	\$30.97	-	-
	1 year	\$29.65	-	\$30.68	\$31.43	\$32.53		-
Registered Practice Nurse	Start Rate	\$26.30	-	\$27.22	\$27.97	\$28.95	-	-
	6 months	\$26.84	-	\$27.78	\$28.53	\$29.53	-	-
	1 year	\$28.20	-	\$29.19	\$29.94	\$30.99	-	-
Personal Support Worker	Start Rate	\$21.24	-	\$25.09	-	\$25.97	-	-
	6 months	\$21.67	-	\$25.54	-	\$26.43	-	-
	1 year	\$22.75	-	\$26.66	-	\$27.59	-	-
Restorative Aide	Start Rate	\$21.24		\$21.98		\$22.75		
	6 months	\$21.67		\$22.43		\$23.22		
	1 year	\$22.75		\$23.55		\$24.37		
Recreation Aide	Start Rate	\$20.41	-	\$21.13	\$21.43	\$22.18	-	-
	6 months	\$20.82	-	\$21.55	\$21.85	\$22.61	-	-
	1 year	\$21.90	-	\$22.66	\$22.96	\$23.76	-	-
Resident Care Aide	Start Rate	\$17.00	-	\$17.60	\$18.21	\$18.85	-	-
	6 months	\$17.32	-	\$17.93	\$18.80	\$19.46	-	-
	1 year	\$17.67	-	\$18.29	\$19.42	\$20.10	-	-
Dietary Aide	Start Rate	-	\$18.97	-	-	\$19.63	\$20.38	-
	6 months	-	\$19.39	-	-	\$20.07	\$20.82	-
	1 year	-	\$19.76	-	-	\$20.45	\$21.20	-
	2 years	-	\$20.47	-	-	\$21.19	\$21.94	-
Housekeeping	Start Rate	-	\$16.71	-	-	\$17.30	\$18.65	\$19.15

Laundry	6 months	-	\$17.07	-	-	\$17.67	\$19.02	\$19.52
	1 year	-	\$17.39	-	-	\$18.00	\$19.35	\$19.85
	2 years	-	\$17.74	-	-	\$18.36	\$19.71	\$20.21
Cook 1	Start Rate	-	\$21.91	-	-	\$22.68	\$23.18	-
	6 months	-	\$22.29	-	-	\$23.07	\$23.57	-
	1 year	-	\$22.69	-	-	\$23.48	\$23.98	-
	2 years	-	\$23.42	-	-	\$24.24	\$24.74	-
Cook 2	Start Rate	-	\$20.04	-	-	\$20.74	\$21.24	-
	6 months	-	\$20.45	-	-	\$21.17	\$21.67	-
	1 year	-	\$20.85	-	-	\$21.58	\$22.08	-
	2 years	-	\$21.55	-	-	\$22.30	\$22.80	-
Maintenance	Start Rate	-	\$19.46	-	-	\$20.14	\$20.89	-
	6 months	-	\$19.86	-	-	\$20.55	\$21.30	-
	1 year	-	\$20.29	-	-	\$21.00	\$21.75	-
	2 years	-	\$20.72	-	-	\$21.45	\$22.20	-
Home Clerk	Start Rate	\$16.28	-	\$16.85	\$17.14	\$17.75	-	-
	6 months	\$16.60	-	\$17.18	\$17.48	\$18.09	-	-
	1 year	\$17.45	-	\$18.06	\$18.36	\$19.00	-	-
Reception	Start Rate	\$13.40	-	\$17.13	-	\$17.73	-	-
	6 months		-	-	-	-	-	-
	1 year		-	-	-	-	-	-
Student	Start Rate	\$14.06	-	\$16.15	-	\$16.72	-	-
	6 months	\$14.35	-	-	-	-	-	-


LETTER OF UNDERSTANDING #1

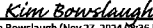
The Employer shall disclose the following Sick Leave and Weekly Indemnity statistics under 14.08 b) and 16.01 b) to the Local Union President and Unit Chair on a monthly basis:

- The total number of sick leave claims submitted; and
- The total number of claims denied; and
- The total number of claims approved

Signed this 26th day of November, 2024.


For the Union


Karen Shimoda (Nov 26, 2024 14:54 EST)


Kim Bowslaugh (Nov 27, 2024 08:36 EST)


Kim Schefrick (Dec 3, 2024 04:59 EST)



Julie Lambert (Nov 27, 2024 11:22 EST)


Ruffy Gill (Nov 30, 2024 13:17 EST)



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