

COLLECTIVE AGREEMENT

between

FOSTERBROOKE – REVERA LTC INC.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2225-00**

January 1, 2023 – December 31, 2024

CUPE / *Canadian Union
of Public Employees*

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ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees at the **Fosterbrooke – Revera LTC Inc.** in Newcastle, Ontario, save and except Activation Director, Supervisors, persons above the rank of Supervisors, persons who are members of another certified bargaining unit, and a confidential Secretary to the Executive Director.

1.02 No Other Agreements

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

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

1.03

(a) No Discrimination

Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by the virtue of their membership, or non-membership, in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this Agreement.

The Employer and Union further agree that all employees will be protected against discrimination respecting their human and employment rights in all matters prohibited under the *Ontario Human Rights Code*. The parties acknowledge and agree to adhere to the *Ontario Human Rights Code*, the *Employment Standards Act* as amended from time to time, the *Ontario Labour relations Act*, and the *Occupational Health and Safety Act*, as amended from time to time.

(b) Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known as unwelcome. Harassment shall include within its meaning: bullying, sexual and, psychological harassment.

Everyone has the right to freedom from harassment in the workplace by any other person based on any grounds prohibited by the Ontario Human Rights Code, including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

An employee who believes that **they have** been harassed, shall be encouraged to follow the Employer's policy on harassment and process but may also follow the process set out in the grievance procedure. The parties may mutually agree to hold such grievance in abeyance.

1.04

The parties recognize the following classes of employees:

Full-time Employees

A full-time employee is an employee who would normally be scheduled to work ten (10) shifts per bi-weekly pay period, with those ten (10) shifts generally providing seventy-five (75) hours of work per pay period, but in no case, providing less than sixty (60) hours per pay period.

Full-time employees, including those currently classified as full-time employees, or those who become full-time employees in the future, may elect in writing, to become short-time full-time employees. If they do so, the number of shifts to which they will be scheduled will be reduced from ten (10) shifts per bi-weekly pay period to eight (8) or nine (9) shifts per bi-weekly pay period.

Full-time employees, either at the time they are successful in an application to a full-time position, or annually, during the calendar month of March, may elect to reduce from ten (10) shifts to eight (8) or nine (9) shifts. For those full-time employees who have elected to work eight (8) or nine (9) per pay period, then annually during the month of March, they may give notice that they wish to be reclassified to full-time status, and again be scheduled to work ten (10) shifts.

Where an employee, upon successful application to a full-time position, requests that they be classified as a short full-time employee, that will be accomplished based on the timing of the request, and the requirements for posting schedules. Where an individual request to either reduce or increase their schedule shifts during the month of March, those requests will be accommodated effective the May schedule.

In addition to the above, an employee may make a special request to have their shift changed due to special circumstances.

Any shifts waived would be assigned to part-time employees. If an individual who is working as a short full-time employee resigns their position or goes on a leave of absence, it would be reposted as a full-time

position, and unless the successful applicant elects to continue working only eight (8) shifts per pay period, the position would be restored to ten (10) shifts per pay period, with the hours being drawn from those available to part-time employees.

Short Full Employee

This is a full-time employee who has voluntarily requested that they be normally scheduled to work not more than eight (8) or nine (9) shifts per bi-weekly pay period.

Part-time Employee

This is an employee who would normally be scheduled to work up to six (6) shifts per bi-weekly pay period, to a maximum of forty-five (45) hours per bi-weekly pay period.

1.05 Temporary Employees

The parties agree that the employment of temporary employees should only occur during peak vacation periods (June 15th to September 15th and December 15th to January 15th), and that these employees be employed for a defined period, or when filling in for another permanent employee.

- (a) Temporary vacancies shall be posted in accordance with the Collective Agreement. If there are no successful internal applications, the Employer may fill the vacancy by recruiting outside the facility.
- (b) Until the vacancy is filled in accordance with the Collective Agreement.
- (c) If an employee who is employed in a temporary position applies for and is the successful applicant for a permanent position, the employee shall be assigned to that position at the discretion of the management of the Home, or as indicated on the posting applied for.
- (d) A temporary employee as indicated in this Article does not have to terminate or have a break in service to be able to continue on in another temporary position or permanent position which they may have been successful in bidding into.

1.06 Casual Employee

A casual part-time employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is available to **them**, however, it is understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.

1.07 A casual part-time employee who is not available for any shifts in a six (6) month period shall be deemed terminated.

ARTICLE 2 - MANAGEMENT RIGHTS

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

- (a) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Nursing Centre;
- (b) To maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations;
- (c) To hire, transfer, layoff, promote, demote, classify and assign duties;
- (d) To discharge, suspend or otherwise discipline employees for just cause;
- (e) To plan, direct and control the work of the employees and the operations of the Nursing Centre.

2.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF OF DUES

3.01 All Employees to be Members

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

The Employer agrees to deduct each month from each employee covered by this Agreement, an amount equal to the regular monthly dues of the Union and to remit the amount so deducted to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names and social insurance numbers of all employees from whose wages the deductions have been made.

3.02 Check-Off of Union Dues

The Employer shall deduct from every employee any monthly dues, initiations or assessments levied in accordance with the Union constitution and/or bylaws and owing by them to the Union. The Union agrees to save the Employer harmless from all deductions made from an employee's pay, as provided herein.

3.03 Deductions

Deductions shall be made from each payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the last payroll of the same month accompanied by a list of the names of all employees from whose wages deductions have been made, the dues deducted for each employee, the total hours worked for which dues were deducted, the employees' hourly rate, along with the total dues deducted from all member of the bargaining unit. Two (2) copies of this list shall be forwarded to the Secretary-Treasurer of Local 2225.3.02 Dues Receipts.

3.04 Dues Receipts/T-4 Slips

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

3.05 Contracting Out

In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work that is normally performed by members of the bargaining unit. It is acknowledged that this term will not prohibit the short-term use of outside replacement personnel where regular employees are not available.

3.06 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available.

3.07 During the probationary period, a representative of the Union shall be entitled to a reasonable period of time within regular working hours to interview new employees. Such an interview shall not exceed fifteen (15) minutes.

It is agreed that if more than one (1) probationary employee would be affected, the Employer can schedule the meetings simultaneously.

3.08 Notification of New Hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, contract, casual), start date and work location of all Employees hired into the bargaining unit within the first week of employment.

3.09 On a monthly basis, the Employer will provide to the Recording Secretary of the Union a listing of the names, telephone number, addresses and classification of employees in the bargaining unit.

ARTICLE 4 - LABOUR MANAGEMENT RELATIONS

4.01 Representation

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

4.02 Bargaining Committee

A bargaining committee shall be elected or otherwise selected by the Union and consist of not more than three (3) members of the bargaining unit, as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee. Employees who are on the bargaining committee shall receive the regular straight time rate for their classification for all hours they would have been scheduled to work but were spent in negotiations, conciliation and arbitration sessions with the Employer, for the purpose of renewing or amending this Collective Agreement. For the purpose of Central Bargaining, a committee of no more than two members from each Local Union committee, selected by the Union, will be in attendance and recognized at the Central Bargaining table.

4.03 Labour/Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following will apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting

will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

Union representatives attending such a meeting shall be paid for wages lost from regularly scheduled hours. Meetings will be held quarterly unless otherwise agreed.

Function of the Committee

The Committee shall concern itself with the following general matters:

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

Meetings of Committee

The Committee shall meet quarterly. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Meeting

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

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

Jurisdiction of Committee

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

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

4.04 Time Off for Meetings

Any representative of the Union on the Bargaining Committee, Labour/Management Committee or the Health and Safety Committee, who is in the employ of the Employer, shall have the privilege of attending committee meetings held within working hours without loss of remuneration. This privilege applies only when the Committee is engaged in Committee work with representatives of the Employer.

4.05 In order to assist in the settlement of a grievance after it has reached Step 2 of the grievance procedure, a designated representative of the Canadian Union of Public Employees shall have reasonable access to the Employer's premises. When entering the Employer's premises the representative shall advise management of **their** presence in the facility.

4.06 Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Unions' three (3) Stewards, whose duties shall be to assist any employee which the Steward represents, in preparing and in presenting **their** grievance in accordance with the grievance procedure.

4.07 Chief Steward

One (1) Steward will be appointed by the Union as Chief Steward.

4.08 Names of Stewards

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

4.09 Grievance Committee

The grievance committee shall consist of the President and the three (3) Stewards.

4.10 Permission to Leave Work

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

4.11 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director and the Unit Chair.

ARTICLE 5 - COMPLAINT PROCEDURE

The parties to this Agreement believe it is important to adjust complaints and grievances as quickly as possible as provided for herein. The employee or Union must first discuss any individual complaint informally with **their** Manager/Supervisor at the first opportunity.

5.01 It is understood that any employee may raise a verbal complaint with **their** Supervisor, provided the complaint is raised within ten (10) working days from the time the employee first become aware of the problem.

5.02 A complaint is any matter arising out of the relationship regardless if such matter would be a grievance within the meaning of this Collective Agreement.

5.03 At the request of the employee or the Supervisor, a Steward may attend any meeting.

5.04 A response to the complaint will be given as promptly as reasonably practicable, but not later than three (3) days following the original meeting.

5.05 Failing satisfactory resolution of the complaint, and provided the complaint is a grievance as hereinafter defined, the complaint may be processed through the grievance and arbitration procedure.

5.06 The parties agree that it is not necessary to initiate grievances by following this process, but rather grievances may be initiated by the procedures under Article 6. Neither party is prejudiced however, if a grievance is referred through the complaint process before being referred to the grievance process.

ARTICLE 6 - DISCHARGE, SUSPENSION AND DISCIPLINE

6.01 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 6, Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

6.02 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged such employee shall be immediately reinstated in **their** former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

6.03 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any unlawful strike, picketing, stoppage, or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 9.

6.04 Any record of a disciplinary action, including written warnings or suspension taken against any employee for any reason save and except resident abuse will be removed from an employee's file eighteen (18) months after the date on which the incident occurred if, during those eighteen (18) months, no further formal disciplinary action is taken against the employee. When such subsequent actions occur, the original and subsequent records will be removed only after eighteen (18) months from the date of the last incident which merited discipline occurred.

Once such records are removed from the employee's file, those records shall not be used in subsequent disciplinary actions.

Disciplinary action taken as the result of resident abuse is not covered by this clause.

6.05 A copy of any written disciplinary action taken against any employee will be provided to the Union as well as to the employee.

6.06 An employee may, at a mutually agreed upon time, review the contents of **their** personnel file in the presence of the Executive Director/designate. An employee shall not alter, destroy or remove any document or page contained therein, but shall be allowed a copy of any document.

ARTICLE 7 - NO STRIKES, NO LOCKOUTS

- 7.01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that during the life of this Agreement the Union will not cause, or permit its members to cause, nor any of the members of the Union or employees covered by this Agreement to take part in any strike as defined in the Ontario Labour Relations Act.
- 7.02** During the term of this Agreement, the Employer agrees that there will be no lockout of employees as defined in the Ontario Labour Relations Act.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition of Grievance

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union as to the interpretation, application, administration or alleged violation of this Collective Agreement.

8.02 Settling of Grievances

Failing the opportunity that the Employer and employee could not resolve an issue, the employee may submit a grievance as per the following steps:

Step 1

The aggrieved employee shall submit the grievance to **their** Steward.

Step 2

If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with **their** Steward, shall first seek to settle the dispute with the employee's Supervisor, and the said Steward and employee shall submit the dispute, in writing, to the said employee's Supervisor not later than ten (10) working days after the incident leading to the grievance. The Supervisor shall respond, in writing, within five (5) working days of receiving the complaint. Upon receipt of the response of the Supervisor, the Union (or Union Representative) shall acknowledge receipt of the response, in writing, and whether or not the matter is resolved or a Step 3 meeting is required.

Step 3

Failing settlement being reached in Step 2, the employee(s) concerned, together with the Grievance Committee shall submit, in writing, within ten (10) working days, to an Administrative Officer designated by the Employer. A meeting shall be held within ten (10) working days of the

Administrative Officer receiving the grievance. The Administrative Officer shall render a decision within five (5) working days after the meeting.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may, on giving ten (10) days' notice, in writing, to the Employer of its intention, refer the dispute to Arbitration.

8.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

8.04 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and Arbitration procedure.

8.05 Failure to Act within Time Limits

All requests for an extension to the time limits fixed in the grievance process/procedures must be submitted, in writing, to the Manager or Executive Director. Consent for an extension must be by both parties and shall not be unreasonably withheld.

Days as defined in this Agreement shall not include Saturdays, Sundays, or statutory holidays, as defined in this Agreement.

8.06 Technical Objection to Grievance

The Arbitration Board shall have the power to waive formal procedural irregularities in its hearing of a grievance in order to determine the real matter in dispute and to enable the giving of a decision according to equitable principles and the justice of the case. This clause notwithstanding, no matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the grievance procedure or which does not involve a matter of interpretation, administration, application or alleged violation of this Agreement.

8.07

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to Arbitration.

Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.

- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to grievance mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the grievance mediation conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following grievance mediation, the parties are free to submit the matter to arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 9 - ARBITRATION PROCEDURE

9.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter the other party shall answer, by registered mail, indicating the name and address of its appointee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairman. By mutual written agreement between the Union and the Employer, a single Arbitrator may be appointed and, in this event, the decision of the single Arbitrator shall be binding on both parties.

In no event shall the decision of the Arbitrator have the power to change this Agreement or alter, modify or amend any of its provisions.

9.02 Failure to Appoint

If the two (2) nominees fail to agree upon a Chair within fifteen (15) days of appointment, the appointments shall be made by the Provincial Minister of Labour, upon request of either party.

9.03 Board Procedure

The Board may determine its own procedure, subject to any relevant statutory provisions, but shall give full opportunity to all parties to present evidence and make representations to it.

9.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties but in no event shall the Board of Arbitration have the power to change this Agreement or alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

9.05 Expenses of the Board

Each party shall pay:

1. The fees and expenses of its nominee.
2. One-half of the fees and the expenses of the Chair.

9.06 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision.

9.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement; such consent shall not be unreasonably withheld.

9.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other material witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have reasonable access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 10 - SENIORITY

10.01 Seniority shall mean length of service in the bargaining unit from the last day of hiring, subject to the explicit provisions of this Agreement.

10.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin boards in January and July of each year **and provided to the local electronically**. The Employer agrees to post an up-to-date seniority list on the main bulletin boards after this Collective Agreement comes into force, as soon as reasonably possible.

10.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked.

Probationary employees shall be entitled to all rights and privileges of this Agreement except as specifically identified.

During the probationary period, the Employer will assess the performance, abilities and suitabilities of the newly hired employee. Regular reviews and evaluations will occur. Where the Employer has concerns regarding the performance, abilities of the employees, those will be shared with the employee. Where the Employer concludes that the newly hired employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal.

After completing the probationary period, the employee's seniority shall be effective from the original date of hire.

10.04 Loss of Seniority

An employee shall lose all seniority and **their** employment shall be deemed to be terminated if **they**:

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which **they are** scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of layoff; or
- (e) is absent from work for more than thirty (30) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (f) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual position) to signify **their** intention to return within seven (7) calendar days after **they have** received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (g) fails to report to work within fourteen (14) calendar days after **they have** received the notice of recall or such further period of time as may be agreed by the parties.
- (h) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, **they** will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (i) An employee who has been granted a leave of absence of any kind and who overstays **their** leave, unless **they** obtain permission or provides a satisfactory explanation, shall be considered to have terminated **their** employment without notice.

The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

ARTICLE 11 - JOB POSTINGS

11.01 Job Postings

When a vacancy occurs, or a new position is created, inside the bargaining unit, the Employer shall notify the Union, in writing, and post notice of the position on the Employer's main bulletin boards for a minimum of seven (7) calendar days in order that all members will know about the position and be able to make written application therefore.

Where an employee has successfully bid and has been placed in the new position, such employee shall be disqualified from bidding on any future lateral temporary or permanent job posting for a period of three (3) months following **their** placement in the new position unless it is mutually agreed due to extenuating circumstances. For clarity, lateral shall include moving from a full-time position within a classification to another full-time position within the same classification with the same number of scheduled hours and shift. This Article shall not apply to employees in temporary positions. This applies to a permanent full-time position only.

Positions which are temporarily vacant shall be posted whenever the temporary vacancy is likely to exceed six (6) weeks. Where the position is not filled from among the members of the existing bargaining unit, a temporary employee may be hired in accordance with the provisions of Article 1.

The successful applicant for a temporary job posting is not eligible to apply for another temporary posting until **they have completed their** current temporary posting.

11.02 No Outside Advertising

No outside advertisement for additional employees shall be made until Article 11.01 herein has been complied with.

11.03 Method of Making Appointments

In matters of promotions and staff transfers, appointments shall be made of the senior applicant provided the employee has the attendance, skills, ability and qualifications equal to the normal requirements of the job.

For employees with the same seniority date/date of hire, the Employer shall calculate the employee's hours on the basis of 1725 hours equals one year. The employee with the most hours will be awarded the position.

11.04 Trial Period

The successful applicant shall be placed on trial for a period of up to twenty (20) worked shifts or 337.5 hours worked, whichever comes first. Conditional on satisfactory service, such trial promotion shall become permanent after the period of twenty (20) worked shifts or 337.5 hours worked, whichever comes first. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds **themselves** unable to perform the duties of the new job classification, **they** shall be returned to **their** former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position and salary without loss of seniority and wage or salary.

11.05 Union Notification

The Union shall be notified of all appointments, hires, layoffs, transfers, recalls and termination of employment.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 Overtime shall be paid at one and one-half (1½) times **their** applicable hourly rate for each hour worked beyond seven and one-half (7½) hours per day, or beyond seventy-five (75) hours in a bi-weekly pay period.

Any and all overtime must be approved by the Executive Director or designate before such overtime is worked and claimed by the employee.

12.02 The regular work shift for employees shall be seven and one-half (7½) working hours per day exclusive of a one-half hour unpaid lunch period.

To the degree that it is within the control of the Employer, lunch periods shall be uninterrupted. Employees may leave the premises during the lunch period.

No shift of less than four (4) hours will be established except by written agreement between the Union and the Employer

12.03 The Employer does not guarantee to provide work to any employee for regularly scheduled hours or for any other hours.

12.04 A schedule showing the hours of work and days of work for each employee for the subsequent calendar month shall be posted in an appropriate place by the 21st day of a given month.

To be assured consideration, an employee's request for specific days off in the subsequent month must be submitted, in writing, by the 15th day of a given month.

Once the schedule is posted it will not be arbitrarily changed by the Employer.

12.05 Employees working a shift of four (4) hours duration, or less, shall be entitled to a fifteen (15) minute paid rest break.

Employees working a shift of more than four (4) hours duration, up to and including six (6) hours duration, shall be entitled to two (2) paid rest periods of ten (10) minutes duration each, or at the Employer's discretion, one (1) paid rest period of twenty (20) minutes.

Employees working a shift of more than six (6) hours duration shall be entitled to two (2) paid rest periods of fifteen (15) minutes duration each.

Employees are individually responsible to ensure their time away from their duties does not exceed the specified periods.

12.06 The Employer shall endeavour to schedule employees so that they receive every other weekend off; but in no case shall employees work more than two (2) weekends consecutively. This clause does not apply where an individual employee indicates a preference for weekend work, or waives the provisions of this clause.

The Employer and the Union agree that weekend shifts will be distributed fairly and equitably giving consideration for the operational requirements of the Home.

12.07 Shift Preference

Those employees hired prior to December 17, 1992, shall work fixed shifts and seniority shall determine shift preference, subject only to ability to perform the job required. The Employer reserves the right to reschedule an employee to an alternate shift to a maximum of four (4) weeks per year as a training measure. Article 12.07 shall not apply to probationary employees.

Employees hired prior to December 17, 1992, may give written notice to the Employer, with a copy to the Union, waiving their rights to shift preference subject to the following points:

- The waiver would only apply while they are classified as part-time Employees.

- They may choose two (2) shifts of preference, or waive the provisions.

For those individuals hired on or after December 17, 1992, then while they are classified as part-time, the provisions of the sub-Article do not apply.

12.08 Shift Premium

The Employer will pay a shift premium of thirty-five cents (35¢) per hour to apply to all shifts in which the majority of hours are worked between 4:00 p.m. and 8:00 a.m. of the following day. For employees working a 12:00 p.m. to 8:00 p.m. shift, they shall receive four (4) hours of shift premium.

12.09 Weekend Premium

The Employer will pay a shift premium of thirty-five cents (35¢) per hour. {Effective January 1, 2020 – forty cents (40¢) and effective January 1, 2022 forty-five cents (45¢)} to apply to all shifts in which the majority of hours are worked between Friday at 10:30 p.m. and Sunday at 10:30 p.m. and for any hours worked on a named holiday. It is clear that this premium is paid over and above the shift premium as per Article 12.08.

12.10 Notice of Change of Shift

Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period, except in emergencies or except where the shift change is initiated by the employee.

12.11 Call-in shall mean the calling in to work of an employee on a regularly scheduled day off.

Where an employee is called in for work with less than one hour of notice of the commencement of the shift, and arrives for work after the commencement of the shift, but within one hour of the scheduled commencement of the shift, if **they** then work the balance of the shift, **they** shall be paid as though **they** had worked all the hours of the shift.

Call-In Pay

In the case of a call-in, an employee who is assigned less than four (4) hours of work shall be paid for a minimum of four (4) hours at **their** applicable hourly rate unless **they** shall otherwise be entitled to receive overtime pay for such hours.

12.12 Once full-time and short-time full-time employees have been scheduled, then there will be an equitable distribution of scheduled shifts among part-

time employees, within classification, and where appropriate, shift, and the balance, if any, shall be distributed by seniority.

12.13 A call back occurs when an employee who has completed their day's work, and left the premises, is required to return to work within eight (8) hours of the completion of their work. Employees who are called back will be paid for the time actually worked, with a minimum guarantee four (4) hours, at the appropriate overtime rate.

12.14 Reporting Pay

An employee who reports for work at **their** regularly scheduled time and is advised that there is no work available, shall be given, at the Employer's option four (4) hours worked or four (4) hours pay at the applicable hourly rate.

12.15 Responsibility Allowance for Work Outside the Bargaining Unit

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit, for a period in excess of shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (b) Where an RN is absent from **their** normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- (c) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

12.16 In the event overtime is required to be worked at the end of a regularly scheduled shift, such work will be offered to the employees in order of their seniority on the job at the time, with the most senior employee in the department with classification being given the preference.

12.17 No employee shall be temporarily laid off from **their** scheduled shift in order to avoid overtime payment of time and one-half, unless such change is mutually agreed between the employee and the Employer.

12.18 Scheduling of Part-time Employees

During the period of May 1st to September 30th, and December 15th to January 15th to accommodate the scheduling part-time employees will be offered the opportunity to be scheduled for extra shifts. If they are

scheduled beyond forty-five (45) hours in a bi-weekly pay period, their part-time status will continue, and they will continue to be treated for all purposes as a part-time employee under this Agreement. If there are more employees seeking such scheduled shifts than shifts available, there will be an equal distribution, and any balance will be assigned by seniority.

12.19 Payment for or Supply of Meals

Employees required to work more than four (4) hours overtime shall be provided with a meal or, failing such arrangement, the Employer will pay a meal allowance of up to seven dollars and fifty cents (\$7.50). It is understood that if the request for overtime is made and accepted during normal office hours, the Executive Director or designate shall provide the employee reimbursement equal to the presented receipt(s). If it is beyond normal office hours and therefore not possible to pay at that time, the employee shall provide **their** receipt(s) as soon as possible during regular office hours and be reimbursed.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Definition of Layoff

Layoffs, under the provisions of this Collective Agreement shall mean the reduction of daily or biweekly regularly scheduled hours of work of any full-time or part-time employee.

So long as a full-time position exists, there will be no splitting of that position into two (2) or more part-time positions which would cause a layoff of that full-time position.

13.02 In the event of a layoff of a permanent or long-term nature, the Employer shall endeavour to provide the Union with eight weeks' (8) notice, but in no case less than six (6) weeks. Such notice shall not be in addition to any individual notice provided to employees. Affected employees shall be provided with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended to provide notice to the affected employees as follows:

If service is greater than 9 years, 9 weeks' notice
If service is greater than 10 years, 10 weeks' notice
If service is greater than 11 years, 11 weeks' notice
If service is greater than 12 years, 12 weeks' notice

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union,

provided above, shall be considered notice to the Union of any subsequent layoff.

- 13.03** In the event of a layoff, the Home shall layoff employees in the reverse order of their seniority providing that there remain on the job employees who have the ability to perform the work.

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

- (a) accept the layoff; or
- (b) opt to retire; or
- (c) displace another employee who has lesser bargaining-unit seniority in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off in accordance with 13.01 above.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of **their** intention to do so and the position claimed within four (4) days after receiving the notice of layoff.

13.04

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided **they have** the ability to perform the work.

In determining the ability of an employee to perform the work for the purposes of paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

- (b) An employee recalled to work in a different classification from which **they were** laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (c) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following

the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for **their** proper address being on record with the Employer.

- (e) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. At the completion of the temporary vacancy, any employee may opt to be placed on the recall list.

13.05 It is understood that a part-time employee cannot bump into a full-time position. It is also understood that no employee shall benefit from a layoff by bumping into a higher paid position than the employee would have had, had there been no layoff. Full-time employees, including short full-time employees, may bump into full-time positions containing more hours. If a short full-time employee bumps into a position containing more hours, **they** commit to being scheduled those hours until the following March whereby **they are** then within their rights to move back to short full-time as per Article 1.04.

13.06 In the event of a layoff of a full-time employee the Employer shall pay its share of the insured benefit premiums for the duration of the entitled notice period provided the employee pays their share (if applicable).

ARTICLE 14 - WAGE RATES

14.01 The various job classifications and the applicable hourly rates therefore are set forth in Schedule “A” hereto. Progression within the applicable wage scales is based upon length of service with the Employer since the last date of hiring.

14.02 On each pay day, each employee shall be provided with an itemized statement of **their** wage, hours and deductions.

The Employer shall pay salaries and wages bi-weekly, by automatic deposit, in accordance with Schedule “A” attached hereto, and forming part of this Agreement.

Pay stubs will be available online once a computer and printer are made available in the workplace. In the event the computer, the printer or internet is not working, the Employer will provide pay stubs in a timely manner for employees who so request it. Such electronic pay stubs will contain no less information than the pay stubs presently given to employees.

14.03 Payroll Errors

In the event an error is made in an employee's pay and if the money owed to the employee equals or exceeds sixty dollars (\$60.00), the Employer shall rectify the error, by providing the employee with a separate cheque within three (3) business days but in no case more than five (5) business days of the error being verbally brought to the attention of the Office Manager or Executive Director. If the amount in error is less than sixty dollars (\$60.00) the Employer shall rectify the error by providing the employee with the money owed on the employee's next pay cheque.

It is understood that the Home's payroll adjustment form is to be completed by the employee in all such cases.

14.04 New Classifications

- (a) When a new classification (which is covered by the terms of this Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges 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 occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification, which in reality causes such classification to become a new classification, the Home agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

ARTICLE 15 - HEALTH BENEFITS

15.01 Upon completion of the probationary period, those individuals employed as of December 17, 1992, and who are classified as a part-time employee at that time, shall, for as long as they continue as a part-time employee, be paid fifteen percent (15%) of their regular hourly rate in lieu of being provided health benefits, sick leave, and statutory holiday pay.

For those individuals hired after December 17, 1992, then upon the completion of their probationary period, they shall, for as long as they are classified as part-time employees, be paid twelve percent (12%) of their regular hourly rate in lieu of being provided health benefits, sick leave and statutory holiday pay.

For those individuals employed as of December 17, 1992, but not classified as part-time employees, and who subsequently choose to be reclassified as part-time employees, the payment shall be twelve percent (12%).

15.02

.01 Those health and welfare benefits available to employees are detailed in this Article. All these benefits are available to the employee once the employee has completed the probationary period, or in the case of a part-time employee who has already completed the probationary period and then becomes eligible for benefits, once that employee has completed the trial period. Where the employee pays a portion of the premium, such payment is made by payroll deduction. Where, at the time of conclusion of employment, the employee owes any portion of the premium to the Employer, such amount owing represents an offset against wages or vacation pay owing. All of the benefits are more particularly described in the Master Insurance Policy between the Employer and the carrier.

.02 These are the benefits available to full-time employees:

(a) Life Insurance in the amount of two times (2x) annual salary. The Employer will pay one hundred percent (100%) of the premiums.

(b) An Extended Health Care Plan providing:

- certain medical services
- certain medical supplies

- a Drug Benefit Card Plan for drugs which by law must be prescribed, and subject to generic substitution unless otherwise prescribed by the employee's doctor
- a "Manuassist" "out of country" card

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.

In addition, the Extended Health Care Plan will provide a Vision Care benefit providing two hundred and two hundred and seventy-five dollars (\$275.00) of reimbursement per twenty-four (24) months of coverage inclusive of eye examination.

In addition, the Extended Health Care Plan will provide a Hearing Aid benefit with a maximum reimbursement of \$300.00 per person per five (5) years.

The Employer will pay one hundred percent (100%) of the premium.

All of the foregoing benefits are subject to a ten percent (10%) co-insurance, except as specifically noted hereunder.

- no co-insurance on the Manuassist out of country card
- a 20% co-insurance on Myoelectric Protheses
- a 50% co-insurance on Orthopedic Shoes

- (c) A Dental Benefit equivalent to a Blue Cross No. 9 Dental Plan, with reimbursement based on the current Ontario Dental Association fee schedule, as that schedule may be amended from time to time. The Plan is not subject to a deductible but is subject to a ten percent (10%) co-insurance, and a maximum benefit of one thousand dollars (\$1,000) per person per year. Recall for dental checkups for adults eighteen (18) years or older will be extended to every nine (9) months, unless deemed necessary every six (6) months due to dental condition requiring same.

The Employer will pay seventy-five percent (75%) of premium.

Out of country medical insurance is to be limited to sixty (60) days.

Other classes less than full-time shall receive the above on a proportional basis.

.03 These are the benefits available to short full-time employees:

(a) Life Insurance in the amount of two times (2X) annual salary. The Employer will pay one hundred percent (100%) of the premiums.

(b) An Extended Health Care Plan providing:

- certain medical services
- certain medical supplies
- a Drug Benefit Card Plan for drugs which by law must be prescribed, and subject to generic substitution unless otherwise prescribed by the employee's doctor
- a "Manuassist" "out of country" card

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.

All of the foregoing benefits are subject to a twenty percent (20%) co-insurance, except as specifically noted hereunder:

- no co-insurance on the Manuassist out of country card
- a 20% co-insurance on Myoelectric Protheses
- a 50% co-insurance on Orthopedic Shoes

In addition, the Executive Health Care Plan will provide a Vision care benefit providing two hundred and seventy-five dollars (\$275.00) of reimbursement per twenty-four (24) months of coverage.

In addition, the Extended Health Care Plan will provide Hearing Aid benefit with a maximum reimbursement of three hundred dollars (\$300.00) per person per five (5) years.

The Employer will pay eighty percent (80%) of the premium for those employees working eight (8) shifts and ninety (90%) of the premium for those employees working nine (9) shifts.

(c) A Dental Benefit equivalent to a Blue Cross No. 9 Dental Plan. The Plan is not subject to a deductible, but is subject to a ten percent (10%) co-insurance, and a maximum benefit of one thousand dollars (\$1,000) per person per year. Recall for dental checkups for adults 18 years or older will be extended to every nine months, unless deemed necessary every six months due to dental condition requiring same.

The Employer will pay fifty-five percent (55%) of the premium for those employees working eight (8) shifts and sixty-five percent (65%) of the premium for those employees working nine (9) shifts.

Out of country medical insurance is to be limited to 60 days.

- 15.03** Where an employee is classified as a part-time employee, and temporarily assumes the duties of a full-time position, they shall continue to be treated as a part-time employee in determining their eligibility to benefits.

Where an employee who is eligible to benefits temporarily assumes another position, such that their benefit classification would change were they permanently assuming those duties, they shall continue for all purposes to receive benefits as though they were in their original classification.

Benefits, for the purpose of this sub-Article, shall include premium-based benefits, sick leave entitlement, holiday entitlement, and any other appropriate provision of the Agreement.

- 15.04** The Employer is free to obtain the specified insurance coverages from any carrier provided the level of coverage is equivalent to that provided by the named carrier.

- 15.05** Notwithstanding Article 15, employees receiving group health insurance benefits and who continue to be employed past age sixty-five (65) shall be eligible for the following benefits under the same cost sharing basis as all other active employees:

Reduce Life Insurance by 50%
Dental
EHC (Extended Health Care)

In any event, once an employee reaches age seventy (70) and continues to be employed, **they** shall automatically be placed on a percentage in lieu for all items now included in the payment.

- 15.06** Upon request, the Union shall be provided with a current copy of the master policy of all insured benefits. It is agreed and understood that the Employer may, at any time, substitute another insurance carrier provided the level of benefits is not decreased.

ARTICLE 16 - PAID HOLIDAYS

16.01 Employees who have completed their probationary period shall receive the following statutory holidays with pay:

New Year's Day	Labour Day
Family Day (3 rd Monday in February)	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	1 Float Holiday

16.02 In order to qualify for holiday pay, an employee must work the full last-scheduled working day prior to and **their** full next-scheduled working day after the holiday unless the absence was due to bereavement, or illness, substantiated upon request, and in either case, to a maximum of one (1) holiday per continuous absence.

For those employees who do not work a consistent number of hours per shift, the amount of the holiday pay shall be based on the average number of hours worked.

16.03 Employees who are receiving sickness or accident benefits or on Workers' Compensation for the holiday shall not be entitled to be paid holiday pay.

16.04 If an employee has been laid off in a reduction of the workforce, provided that **their** last day of work occurred during the work week immediately preceding the work week in which the holiday falls and **they** returned from layoff during the work week immediately following the work week in which the holiday falls, **they** shall receive holiday pay.

16.05 Any employee scheduled to work on a holiday and who does not report to work shall forfeit **their** holiday and **their** holiday pay unless the absence is due to illness verified by a doctor's certificate, in which case the employee will receive holiday pay but shall not receive sick pay.

16.06 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at **their** regular rate of pay.

16.07 **Pay on Schedule Holidays**

If a holiday is observed on an employee's regular day off, or during **their** vacation period, the employee shall receive an additional day off in lieu thereof, unless it is mutually arranged with the Employer that the employee shall receive a day's pay in lieu of the additional day off.

16.08

- (a) All full-time employees who are required to work on one of the above-listed holidays shall be paid at the rate of time and one-half (1½) plus straight time for the day, or another day off with pay at a time mutually agreeable between the employee and the Employer, such agreement shall not be unreasonably denied.
- (b) The day(s) off will be scheduled at a mutually agreeable time. Where more than one employee requests the same time off, and all requests cannot be granted, then the senior employee or employees will receive first consideration. However, notwithstanding the above, in the event of concurrent request for paid holidays and vacation time by multiple employees, preference will be given to vacation requests.
- (c) Notwithstanding 16.08(b) above, holiday stats may be taken up to one hundred and twenty (120) days following the date of the statutory holiday. If the employee has not requested the day off, in writing, within one hundred and twenty (120) days the Employer will assign the lieu days. It is understood that an employee cannot take more than two (2) stat days consecutively at any one time.

16.09 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas Day or New Year's Day off.

16.10 No Pyramiding

In no event shall any employee receive a rate of pay for any hour in excess of one and one-half (1½) times **their** normal hourly rate.

16.11 There shall be no duplication or pyramiding of any premiums (i.e. shift, weekend, overtime, sick, holiday, etc.) for the same hours.

16.12 If the major part of an employee's shift is worked on any defined holiday, such employee shall be paid at one and one-half (1½) times **their** regular rate for all work performed on that shift. The shift so defined will constitute the employee's holiday shift and no portion of any other regularly scheduled shift on the holiday will be compensated at time and one-half (1½), except in the case that the employee would otherwise qualify for overtime pay under any other provisions of this Agreement.

This payment is in addition to any holiday pay to which a full-time employee would be entitled and is in addition to the percentage of money paid part-time employees in lieu of receiving, among other things, holiday pay.

Unless the employee chooses an alternative, they shall be paid any money earned by working on the holiday, and the holiday pay, in the pay covering the period during which the holiday occurred.

The employee can choose an alternative by giving written notice to the Employer. The notice must be given by the 15th day of the month prior to the month in which the holiday will occur.

The alternatives are:

- (a) To be paid any money earned by working on the holiday and the holiday pay, in the pay covering the period during which the holiday occurred, and to receive an unpaid day off as an alternate.
- (b) To be paid any money earned by working on the holiday in the pay covering the period during which the holiday occurred, and to receive a paid day off as an alternate.

The day off will be scheduled at a mutually agreeable time. Where more than one employee request the same time off, and all requests cannot be granted, then the senior employee or employees will receive first consideration.

Holiday stats may be taken up to one hundred and twenty (120) days following the date of the statutory holiday. If the employee has not requested the day off, in writing, within one hundred and twenty (120) days the Employer will assign the lieu days.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation as follows

(a)

Full-time

Less than one (1) year	1 day per month of service to a maximum of ten (10) days
Two (2) weeks	After one (1) year
Three (3) weeks	After three (3) years
Four (4) weeks	After eight (8) years
Five (5) weeks	After fifteen (15) years
Six (6) weeks	After twenty-two (22) years
Seven (7) weeks	After twenty-eight (28) years

(b)

Part-time

One year = 1725 hours	
Less than one (1) year of service	4% of total earnings
One (1) year of service	4% of total earnings
Three (3) years of service	6% of total earnings
Eight (8) years of service	8% of total earnings
Fifteen (15) years of service	10% of total earnings
Twenty-two (22) years of service	12% of total earnings
Twenty-eight (28) years of service	14% of total earnings

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

17.03 Vacation Pay

Vacation may not be carried over from year to year and must be taken in the year they are earned. For clarity, vacations will not be paid in advance.

17.04 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have taken their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.05 Vacation Payment on Death

In the event of an employee's death, the Employer agrees to pay the proportionate amount of vacation pay earned to the estate of the employee.

17.06 Preference in Vacations

Available vacations shall be granted first on the basis of seniority.

17.07 Vacation Schedules

- (a) The vacation year shall be from April 1st to March 31st.
- (b) Requests for vacation time off shall be submitted by April 1st for vacations being taken from June 1st to December 31st. Employees will be notified of the status of their vacation request for this period by May 1st.
- (c) Requests for vacation time off shall be submitted by September 1st for vacation being taken from January 1st to May 31st of the following year. Employees will be notified of the status of their vacation request for this period by September 30th.
- (d) Any vacation request made outside of the period in (b) and (c) above will be approved on a first come basis, subject to operational requirements. Where a request was handed in on the same day, seniority will prevail.
- (e) Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.
- (f) When an employee has not scheduled two (2) weeks of vacation in any vacation year, those weeks may be scheduled by the Employer

17.08 Single Day Vacation

With mutual agreement, employees may be permitted to take vacation in increments of one (1) day.

ARTICLE 18 - SICK LEAVE

18.01 Upon completion of their probationary period, full-time employees and, effective May 1, 1993, short full-time employees will earn sick leave credits for each calendar month of employment, provided that during the calendar month, they work at least seventy-five (75) hours.

18.02 Such sick leave credits may be used to maintain earnings, (provided such credits are available) while an employee suffers from a disability which prevents their attendance at work. Disability includes either illness or injury.

18.03 For persons hired as full-time employees or for those part-time employees who become full-time before the completion of their probationary period then, in either case upon completion of their probationary period, the employee will be credited with three (3) days of sick leave.

For short-time full-time employees, the credit will be two (2) days.

Part-time employees who have completed the probationary period prior to transferring to employment that provides sick leave do not receive this credit, but simply begin to accumulate credits in accordance with Article 14.04.

18.04 Full-time employees shall accumulate sick leave credits at the rate of one and one-half (1½) day per month of service, provided they work the specified minimum seventy-five (75) hours in the calendar month.

Short-time full-time employees shall accumulate sick leave credits at the rate of one (1) day per month of service, provided they work the specified minimum seventy-five (75) hours in the calendar month.

18.05 Such sick leave credits accumulate to a maximum of one hundred and ten (110) days.

18.06 If an employee is absent from work, for any reason, during a calendar month, they will still earn a sick leave credit, provided they worked at least seventy-five (75) hours in that calendar month. Such leave credits will also accrue when an employee who has not worked at least seventy-five (75) hours during each calendar month but when paid vacations and paid leaves of absences are added to the hours worked and a combined total exceeds seventy-five (75) hours in a calendar month that employee shall have 1.5 days of sick leave credits accumulated to **their** total sick leave credits.

18.07 The Employer reserves the right to require an employee, who is absent from work because of disability, to provide certification by a recognized medical professional, confirming that the individual suffers from a disability, and that the disability prevents their attendance at work.

The Employer agrees that when an employee is requested to provide medical documentation by the Employer, the Employer shall pay the cost of the examination and certificate. The Employer reserves the right to request the employee to see a physician of the Employer's choice where the Employer suspects abuse of the attendance management program.

The provisions of medical notes, under this Article, are for the sole purpose of sick leave. In the event the employee is claiming payment for

Statutory Holiday Pay, as defined in Article 16 of this Collective Agreement, the cost of providing the medical documentation will be borne by the employee.

18.08 An employee who has earned sick leave, and whose status is changed to part-time shall retain any sick leave accrued to **their** credit, but while **their** status continues as a part-time employee, such accrued sick leave shall have no application. If the employee subsequently changes **their** status from part-time to a class eligible for sick leave, such accrued sick leave shall be immediately restored to **their** credit, and available for **their** use.

18.09 Sick Leave Record

Included each year, in the first pay cheque of November, employees shall be advised of the amount of sick leave accrued to **their** credit. Each employee shall have thirty (30) calendar days to question any suspected errors in **their** sick leave accumulation. After this time it shall be deemed to be accurate.

18.10 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Bereavement Leave

1. In the event of death of an employee's spouse (including same sex or common-law spouse), child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
2. In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for three (3) days.
3. In the event of death of an employee's aunt, uncle, brother-in-law, sister-in-law, niece or nephew, the employee shall be entitled to leave of absence without loss of pay for one (1) day.

4. Where the burial occurs at a locale in excess of 560 km, such leave shall include reasonable travel time, the latter not to exceed two (2) days, without pay. Additional days without pay may be granted. The employee shall be paid for scheduled hours during the leave which **they** otherwise would have worked. The employee will be allowed to save one (1) day to attend the memorial service.
5. Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.01 (1), 19.01 (2), or 19.01 (3). The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

19.02 Pregnancy and Parental Leave

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

.02 Pregnancy Leave

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which **they intend** to commence **their** leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that **they are** pregnant and giving the estimated day upon which delivery will occur.

- (b) The employee must have started employment with **their** Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least four (4) weeks' notice of **their** intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of **their** intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that **they are** able to return to work.

Additional leave of absence may be taken under Article .10, Parental Leave.

- (d) Notwithstanding Article .02(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of **their** regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of **their** weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest – Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income – Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying **their** regular hourly rate, on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

- .03** An employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article .02(a) upon providing the Employer, before the expiry of two (2) weeks after **they** ceased to work, with a certificate of a legally qualified medical practitioner stating that **they were** not able to perform the duties of **their** employment because of a medical condition arising from **their** pregnancy, and giving the estimated day upon which, in **their** opinion, delivery will occur or the actual date of **their** delivery.

- .04** During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- .05** An employee who intends to resume **their** employment on the expiration of the leave of absence granted to **them** under this Article shall so advise the Employer when **they** request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to **their** former job, and former shift, if designated.
- All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- .06** When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to **their** employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article .05.
- .07** Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- .08** Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- .09** Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article .10 of this Agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that **they intend** to take parental leave.
- .10** **Parental Leave**
- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- (b) A “parent” includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as **their** own.
- (c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if **they** did not.
- (d) The employee shall give the Employer four (4) weeks written notice of the date the leave is to begin.
- An employee may end **their** parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.
- (e) Notwithstanding Article .10(a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of **their** regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of **their** weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee’s regular weekly earnings.

Vested Interest – Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income – Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments receiving under this Plan.

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying **their** regular hourly rate, on **their** last day worked prior to the commencement of the leaves times **their** normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

For the purposes of parental leave under Article .10 Parental Leave, the provisions under .01, .04, .05, .06, .07, .08 and .09 shall also apply.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Employment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

19.03 Jury Duty

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

Any employee not selected to sit on a jury shall contact the Employer and, if required, report for work at the Home that day.

19.04 Union Leave of Absence

- (a) Employer shall grant Union leave of absence, without pay, to one (1) employee to attend Union business to a maximum cumulative total of thirty (30) days. In addition, should it be required, additional employees may be granted Union leave to a maximum cumulative total of twenty (20) days dependent upon facility staffing requirements.

- (b) It is agreed that the Employer shall continue to pay the employee while off on Union leave as if **they were** working and shall bill the Union for all costs incurred on a bi-monthly basis. These costs shall include the employee's straight time hourly wage (to a maximum of 7.5 hours per day), percentage in lieu (if applicable), statutory deductions, vacation pay, and pension contributions.

19.05 Full-time Position with the Union

Upon application by the Union, in writing, the Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office or full-time position within the Union. The Employer shall be given a minimum of four (4) weeks' notice of such request. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for not more than one (1) calendar year from the date of appointment. Leaves of less than one (1) calendar year may be extended for a further specific period by agreement of the parties, however, the total time of leave shall not be for more than one (1) calendar year. An employee having been granted Union leave shall not be entitled to another leave under this provision until **they have** returned to work for a minimum of six (6) months.

Seniority shall accumulate for employees during such leave, on the basis of what **their** normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any application benefits in which the employee is participating during such leave of absence.

The employee shall notify the Home of **their** intention to return to work at least four (4) 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.

The Home may fill the vacancy resulting from such leave on a temporary basis.

19.06 General Leave of Absence

The Executive Director may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the

normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

19.07 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which **they are** participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence.

(d) **Benefits/WSIB Paid Leave**

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

It is understood that the obligation of the Employer to pay the aforesaid benefits while the employee is on WSIB shall continue for up to thirty (30) months following the date of the injury.

- (e) For purposes of this provision, it is understood and agreed that absence on sick leave shall be considered a leave with pay.

19.08 Request Day

Given due consideration for the operational needs of the Home, an employee who has no available lieu days banked shall be permitted to take one (1) day's leave of absence per calendar year, without pay, and without loss of seniority for personal reasons provided that notice is given in accordance with Article 12.04.

ARTICLE 20 - GENERAL

- 20.01** Accommodation shall be provided for employees to have their meals and keep and change their clothes.

- 20.02** The Employer will provide the existing bulletin board. The Union may post notices on such bulletin board, provided that the notices are first approved by the Employer. Such approval will not be unreasonably withheld.

- 20.03** Employees shall be reimbursed for the purchase of uniforms that they are required to wear while on duty. The maximum reimbursement will be seven cents (.07¢) per hour for all hours paid by the Employer between December 1st and November 30th of each calendar year. To obtain reimbursement, employees must produce receipts for the purchase of the uniforms by December 1st of each year and it will be paid on the closest pay period following December 10th.

Only employees who have completed the probationary period are eligible to apply for the reimbursement.

Uniforms include any attire required by the Employer.

- 20.04** Where the Employer requires and direct that an employee attend any course of instruction that the Employer has determined the employee must attend so as to maintain or upgrade their qualifications to perform their job, the Employer will pay the tuition cost, and the cost of any materials. The employee will be reimbursed for reasonable expense associated with the attendance at this course.

- 20.05** During the changeover from daylight savings time to standard time, and vice versa, employees will be paid for hours actually worked, whether at straight time or overtime rates.

20.06 Attendance at Mandatory In-services or Meetings

- (a) Employees who are scheduled to attend mandatory meetings at the request of Management will be paid for all time worked at said meetings at their applicable rate of pay. It is understood that the Employer shall make every attempt to schedule meetings during employees' regular working hours. In the event the Employer is unable to scheduling during normal working hours and the employee must attend the meeting, an employee shall be paid a minimum of two (2) hours at their applicable rates or for the length of the meeting, whichever is greater.

20.07 Health and Safety Committee

- (a) **The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.**
- (b) **A joint management and employees Occupational Health and Safety Committee shall be constituted, pursuant to the terms and regulations of the Health and Safety Act of Ontario.**
- (c) **The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health & Safety Committee. Reasonable steps within the control of the Employer will follow to address a legitimate health and safety concern of employees presented in that forum.**

20.08 Violence

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

To that end, the local parties will promote health and safety in the workplace, through annual training, education and the development of appropriate resources.

- 20.09** The Employer shall provide the Unit Chair with a mailbox at the main reception desk.

20.10 Training

When the Employer requires training outside of working hours it will compensate employees.

20.11 Whenever the feminine pronoun is used in this Collective Agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

20.12 Workload Review

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

- (a) At the time the workload issue occurs, the employee will discuss the issue with their supervisor, or **their** designate.
- (b) Failing resolution, the employee may complete the Workload Review Form attached hereto as Appendix A and submit a copy to both the Union and the Employer for review at the next scheduled Labour Management meeting.

ARTICLE 21 - INTERPRETATION

21.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

21.02 The word “employee” or “employees” as used in this Agreement shall mean the employees referred to in the preamble to this Agreement, which employees are within the bargaining unit for which the Union is certified as the bargaining agent.

ARTICLE 22 - COPIES OF AGREEMENT

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

ARTICLE 23 - RETIREMENT BENEFITS

23.01 Nursing Homes and Related Industry Pension Plan (NHRIPP)

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

- (a) “Plan” means the Nursing Homes and Related Industries Pension Plan, being a Multi-Employer Plan.

“Applicable Wages” means the basic straight time wages for all hours worked and in addition:

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

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

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

- (b) Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.
- (c) The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

For further specificity, the items required for each eligible employee by Article 23.01 (e) of the agreement are:

i) **To be Provided Once Only at Plan Commencement:**

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

ii) **To be Provided with each Remittance:**

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
YTD Pension Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) **To be Provided Once, and if Status Changes:**

Full address as provided to the Home
Termination date where applicable (MMDDYY)

iv) **To be Provided Once if they are Readily Available:**

Gender
Marital Status

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

- (f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and

regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 24 - TERM OF AGREEMENT

24.01 This Agreement shall remain in full force and effect from January 1, 2023 to December 31, 2024. Either party **desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement..**

The Union agrees to provide the Employer with an electronic (Microsoft Word) version of the Collective Agreement.

24.02 Technical Information

The Employer shall make available to the Union, in writing, ninety (90) days before the expiry of the Agreement:

- (a) Seniority list
- (b) Job classifications of each employee
- (c) Wage rate of each employee
- (d) Copies of any available booklets describing the operative Benefit Plans.

SIGNED THIS 27th DAY OF November, 2024.

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND IT'S
LOCAL 2225-00**

C. Smith

Tara Calestani
Tara Calestani (Nov 25, 2024 19:06 EST)

SCHEDULE “A” - WAGE SCHEDULE

Classification	Level	Expired Rate	\$3.00	January 1, 2023 (3.50%)	January 1, 2024 (3.50%)
RPN	Start	24.90		25.77	26.67
	Probation	25.91		26.82	27.76
	1 year	26.96		27.62	28.59
	2 year	27.98		28.96	29.97
Housekeeping Dietary Laundry Activity	Start	18.36		19.00	19.67
	Probation	19.93		20.63	21.35
	1 year	20.73		21.46	22.21
	2 year	21.93		22.70	23.49
Certified Health Care Aides	Start	18.70	21.70	22.46	23.25
	Probation	20.27	23.27	24.08	24.93
	1 year	21.07	24.07	24.91	25.78
	2 years	22.49	25.49	26.38	27.31
Nurse Aide	Start	18.36		19.00	19.67
	Probation	19.92		20.62	21.34
	1 year	20.73		21.46	22.21
	2 year	22.13		22.90	23.71
Cook	Start	19.25		19.92	20.62
	Probation	20.85		21.58	22.34
	1 year	21.61		22.37	23.15
	2 year	22.91		23.71	24.54
PSA	Start	18.09		18.72	19.38
	Step 1	18.92		19.58	20.27
	Step 2	19.50		20.18	20.89
	Step 3	20.09		20.79	21.52

1. In the absence of the Cook, the Senior Dietary Aide working in the kitchen areas shall be assigned to cook and will be paid at the Cook rate.
2. On a daily basis, the Senior Dietary Aide working in the kitchen area shall be assigned to cook, to a maximum of three (3) hours per day. This assignment is beyond any of the hours which such work would normally be performed by the Cook. While so employed, the Dietary Aide will be paid at the Cook rate.
3. Progression through the Wage Grid is based on the formula of 1800 hours equaling one (1) year for wage progression purposes.
4. Ward Clerk shall be paid at the Nurse Aide rate of pay. Where the **Ward Clerk** possesses a recognized Health Care Aide Certificate, **they** shall receive the HCA premium.

5. Restorative Care Aide shall be paid at the Nurse Aide rate of pay.

Note: Restorative Care Aide with HCA, Physio or O.T. Assistant certificate or adjuvant certificate shall receive an additional twenty-five cents (\$.25) per hour.

Retroactive Wages

The Employer will endeavour to make the retroactive payment within thirty (30) days of date of ratification or issuance of Interest Arbitration award (if applicable) to employees employed on that date and applied to wages only on the basis of all hours paid. If an employee has left **their** employment prior to above specified date, the Employer shall advise the employee by notice, in writing, to the last known address of the employee on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment due to **them** and, failing claim for payment, the Employer shall not be further obliged for payment to such employee. All retroactive monies will be paid by separate cheque. An itemized statement of hours and rate of pay covering the period will be provided within forty-five (45) days of ratification.

LETTER OF UNDERSTANDING

between

**FOSTERBROOKE – REVERA LTC INC.
and**

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2225-00

Re: Availability of Part-time Employees

Part-time employees are expected to be reasonably available to a combination of scheduled and call-in work equal to six (6) shifts during a bi-weekly pay period.

The foregoing does not suggest that any individual part-time employee will receive this many shifts.

“Reasonably available” recognizes that not all employees will be available for all calls, but that no employee should be unavailable for all calls.

The availability of employees will be assessed over time periods of a minimum duration of six (6) consecutive calendar months.

Where the Employer believes that an employee is not reasonably available, the Employer will give the employee written advice as to the Employer’s concerns, and the reasons for those concerns.

Thereafter, if the concerns continue, the matter will become cause for discipline.

This letter continues for the life of the Collective Agreement, but unless specifically renewed, ceases to have meaning and application upon the renewal of this Collective Agreement.

SIGNED THIS 27th DAY OF November, 2024.

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
LOCAL 2225-00**

C. Smith

Tara Calestani
Tara Calestani (Nov 25, 2024 19:06 EST)

LETTER OF UNDERSTANDING

between

FOSTERBROOKE – REVERA LTC INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2225-00

Re: Shift Exchange

Employees will be permitted to “trade” or exchange individual duty shifts with other employees subject to the following criteria:

1. Employees who are exchanging shifts must be of the same classification, and be fully qualified and capable of assuming each other’s duties.
2. Requests to exchange shifts will be in writing, signed by both employees, and addressed to the Supervisor and must be approved by the Supervisor before the exchange is considered valid. A copy must be forwarded to the Executive Director.
3. The request will identify the reason for the request. It is expected requests will be limited to those sudden or unexpected circumstances which arise without notice. Requests should not be used for casual time off. Employees are still entitled and expected to request time off in advance of the scheduling in accordance with the established practice so as to avoid scheduling conflicts.
4. Employees who exchange shifts will be expected to in turn exchange a shift or shifts with the person with whom they exchanged and such further exchange will occur within four (4) weeks.
5. The individual who works the shift will be paid at straight time rates. In no circumstances will an individual be paid overtime, either directly or indirectly, for working an exchanged shift.
6. If an exchange would result in an individual employee working an extended workday, or an extended workweek, such that it would be reasonable to presume the individual’s efficiency might be affected or that their safety could be at risk, the exchange will be refused.

7. If individuals do not exchange shifts on the basis of the foregoing, and specifically, if they attempt to exchange shifts on a regular basis without proper reason, then that individual will lose the privilege of exchanging shifts.

SIGNED THIS 27th DAY OF November, 2024.

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
LOCAL 2225-00**

C. Smith

Tara Calestani

Tara Calestani (Nov 25, 2024 19:06 EST)

LETTER OF UNDERSTANDING

between

FOSTERBROOKE – REVERA LTC INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2225-00

Re: Call-In

Work opportunities that remain available once the schedule has been posted or which become available after the schedule has been posted will be filled in the following manner:

Where the shifts remain available once the schedule has been posted, or where the shifts are available at least five (5) calendar days in the future, a “pick up” list will be posted. Part-time, or short full-time employees can indicate which shifts they wish to work and, provided no overtime arises, they will be assigned to those shifts based on seniority, on a rotating basis, first among part-time and if no one is available from among short full-time. At least two (2) days’ notice will be given.

Work opportunities will be distributed equitably among part-time employees within the classification in which the vacancy occurs. This distribution is subject to the Employer’s right to not offer the opportunity if an overtime payment would result.

To accomplish this, a call-in list will be maintained. Part-time employees will be listed, by seniority within classification. The first opportunity that arises will be offered to the most senior employee and, where an opportunity is offered, then regardless if the opportunity was declined or the individual was not available, or the individual accepted the opportunity, the next opportunity will be offered to the next individual on the list. Once an opportunity has been offered to the least senior individual on the list the next opportunity will be offered to the most senior, and so forth.

Where it happens that the opportunity would be offered to an individual for whom an overtime payment would result, then the individual is by-passed, it is considered as though they had received the work opportunity.

The number of shifts for which an individual has been scheduled or which the individual has worked is irrelevant to this system.

Once the Employer has offered all part-time employees, within the classification, the opportunity then the Employer may offer the opportunity to any other employee within

the classification and following the principles already established for the call-in of part-time employees.

Seniority lists, as used for call-in, will be updated once per month and that seniority list would thereafter apply for the balance of the calendar month following.

SIGNED THIS 27th DAY OF November, 2024.

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
LOCAL 2225-00**

C. Smith

Tara Calestani
Tara Calestani (Nov 25, 2024 19:06 EST)

LETTER OF UNDERSTANDING

between

**FOSTERBROOKE – REVERA LTC INC.
and**

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2225-00

Re: Trial Period – CMI Review

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour/Management Committee with the Union as soon as practical after the receipt of their annual CMI results.

The Employer agrees to provide the Union with staffing levels, the impact of related payroll costs on staffing levels and a written notice of the CMI results for the facility.

The purpose of this meeting is to discuss the impact, of the CMI changes, on the staffing of the facility and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

SIGNED THIS 27th DAY OF November, 2024.

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
LOCAL 2225-00**

C. Smith

Tara Calestani
Tara Calestani (Nov 25, 2024 19:06 EST)

LETTER OF UNDERSTANDING

between

FOSTERBROOKE – REVERA LTC INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2225-00

Re: Scheduling – Christmas and New Year’s Day

The operationalization of Article 16.09 of the Collective Agreement shall be as follows:

1. Any person hired since the previous Christmas or any person who elects to work Christmas will be assigned to work Christmas, unless due to operational need, is required to work New Year’s.
2. Any person who indicates they are willing to work Christmas may be assigned to work that day and may receive New Year’s off.
3. The balance of the required staffing will be assigned from among the remaining employees, by rotation. This will mean that if an employee works one Christmas, dependent on classification and the requirements of the Home, may receive the next Christmas off.
4. If it is determined that some employees will not have to work either Christmas or New Year’s, then the more senior employees, within classification, and where applicable, shift, may be scheduled off for both.

SIGNED THIS 27th **DAY OF** November, **2024.**

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
LOCAL 2225-00**

C. Smith

Tara Calestani

Tara Calestani (Nov 25, 2024 19:06 EST)

LETTER OF UNDERSTANDING

between

**FOSTERBROOKE – REVERA LTC INC.
and**

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2225-00

Re: Part-time Scheduling

WHEREAS the parties recognize that it is beneficial for part-time employees to have a regular schedule;

WHEREAS the concept is for a part-time employee to shadow a full-time employee;

AND WHEREAS such undertaking would involve making amendments to certain language within the Collective Agreement,

NOW THEREFORE the signatories to this document agree to the following:

1. Commencing on ratification and for a trial period of six (6) months following implementation, the Collective Agreement language in 12.12 will be amended to reflect the changes listed in this document.
2. Immediately following the six (6) month trial period, the parties will meet to reassess whether this language will form and become a permanent amendment to the Collective Agreement language OR to extend the trial period OR revert back to the previous language. While the parties are deliberating, these changes will remain in effect. If the parties cannot agree, the language will revert back to the original language.
3. The amendments listed below shall apply to all departments within Revera Long Term Care Inc. operating as Fosterbrooke.
 - (1) The change to the scheduling of part-time will not result in a layoff of any current full-time position in the bargaining unit.
 - (2) A part-time employee will shadow the regular scheduled days off of a full-time employee (shadow part-time employee).
 - (3) Those employees who do not shadow a full-time employee will become part of the part-time pool.
 - (4) In the case of full-time or part-time vacation, stat holidays or any other leaves of absence, the shifts will be filled by the part-time pool up to four

- (4) shifts bi-weekly by seniority. Any remaining shifts will be distributed by seniority to all part-time employees to a maximum of six (6) shifts.
- (5) A part-time employee that shadows a short full-time employee shall be entitled to the additional shifts of that short full-time employee.
- (6) If a short full-time employee converts to full-time, the affect part-time employee may bump another part-time employee with six (6) shifts in the same classification provided they have the seniority to do so.
- (7) In the event of a layoff of a full-time employee, the shadow employee shall be entitled to bump another shadow part-time employee in the same classification provided they have seniority to do so. If the part-time shadow employee is unable to bump a least senior part-time shadow, they will move to the part-time pool.
- (8) For the purposes of scheduling at Christmas and New Year’s the Letter of Understanding regarding Christmas and New Year’s Scheduling shall apply.

SIGNED THIS 27th DAY OF November, 2024.

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
LOCAL 2225-00**

C. Smith

Tara Calestani

Tara Calestani (Nov 25, 2024 19:06 EST)

LETTER OF UNDERSTANDING

between

FOSTERBROOKE – REVERA LTC INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2225-00

Re: Innovative/Extended Shift Schedules

Schedules which are inconsistent with the Collective Agreement provisions may be developed at the Local Home level in order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such innovative schedules (including extended shifts) may be determined by the Home and the Union subject to the following principles:

- a) Such introduction shall be established when;
 - i) seventy-five per cent (75%) of the full-time and regular part-time staff in such department so indicate by secret ballot conducted by the union and
 - ii) the Home agrees to implement the work schedule on the unit.
- b) These schedules may pertain to full-time and/or part-time employees;
- c) The introduction of such schedules and trial periods, if any, shall be determined locally by the parties.
- d) Upon written agreement of the Home and the Union, the parties may agree to amend collective agreement provisions to accommodate any innovative unit schedules;

It is understood and agreed that innovative schedules arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis.

SIGNED THIS 27th DAY OF November, 2024.

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
LOCAL 2225-00**

C. Smith

Tara Calestani
Tara Calestani (Nov 25, 2024 19:06 EST)

LETTER OF AGREEMENT

between

FOSTERBROOKE – REVERA LTC INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2225-00

Re: RAI/MDS Review

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual RAI/MDS Review.

SIGNED THIS 27th DAY OF November, 2024.

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
LOCAL 2225-00**

C. Smith

Tara Calestani
Tara Calestani (Nov 25, 2024 19:06 EST)

LETTER OF UNDERSTANDING

between

**FOSTERBROOKE – REVERA LTC INC.
and**

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2225-00

Re: Recognition of RPN Experience

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

Part-time pre-employment service will be recognized on the basis of seventeen hundred (1700) hours paid in previous employment equals one (1) year of service up to the maximum of the grid.

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

The provision shall apply to all current employees, provided the employee provides the Employer proof of their recent prior experience prior to their employment at Fosterbrooke – Revera LTC Inc. within thirty (30) days of ratification of this Agreement.

SIGNED THIS 27th DAY OF November, 2024.

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
LOCAL 2225-00**

C. Smith

Tara Calestani
Tara Calestani (Nov 25, 2024 19:06 EST)

LETTER OF UNDERSTANDING

between

FOSTERBROOKE – REVERA LTC INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2225-00

Re: Workload

The parties agree that the issue of workload will be addressed and discussed at the Labour Management Committee meeting first and if an unsafe condition exists it will be referred to the Health and Safety Committee and the Employer will take appropriate action as deemed necessary.

SIGNED THIS 27th DAY OF November, 2024.

FOSTERBROOKE – REVERA LTC INC.

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
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C. Smith

Tara Calestani
Tara Calestani (Nov 25, 2024 19:06 EST)

APPENDIX “A” – WORKLOAD REVIEW FORM

WORKLOAD REVIEW FORM: CUPE represented staff members are to complete all sections and forward copies to the Executive Director and the Union or their designates.	
Name (print) & Classification:	
Signature:	
Occurrence Date:	Time:
Workplace:	Unit:
Number of Staff on Duty:	
Brief Description of Workload Concern:	
Recommendation to Resolve:	
Name/Title of CUPE Representative Notified:	
Date/Time of Notification:	
A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.	
Name/Title of Employer Representative Notified:	
Response:	