

# **COLLECTIVE AGREEMENT**

**between**

**STONERIDGE MANOR  
AXIUM EXTENDICARE LTC II LP**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 2564**

***CUPE*** / *Canadian Union  
of Public Employees*

**January 1, 2022 – December 31, 2024**

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## **ARTICLE 1 - PURPOSE**

- 1.01** The purpose of this Agreement is to promote and maintain mutual understanding and cooperation and to establish an orderly, harmonious collective bargaining relationship between the Employer and its employees and to foster and promote the efficient operation of the Employer's business as a public service institution intended to provide care and accommodation for elderly and infirm people, pursuant to the provisions of the Nursing Home Act and/or other applicable Legislation and to set forth an Agreement covering all rates of pay, hours of work and other working conditions.
- 1.02** The parties to this Agreement shall abide by the Human Rights Code.

## **ARTICLE 2 - RECOGNITION**

- 2.01** The Employer recognizes the Union as the bargaining agent for all of its full-time employees employed in Carleton Place, Ontario, save and except Supervisors and persons above the rank of Supervisor, Graduate and Undergraduate Nurses, Office and Clerical Staff, Activation Director, Cook/Supervisor, Students employed during the school vacation period and persons regularly employed for not more than forty-eight (48) hours in a bi-weekly pay period.

The term "full-time employee(s)" when used in this Agreement means those employees who are regularly employed for more than forty-eight (48) hours per bi-weekly pay period.

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

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.

## **ARTICLE 3 - UNION REPRESENTATION AND DUES CHECK-OFF**

- 3.01** All employees shall be free to join the Union and shall not be discrimination against or coerced by the Union or the Employer as a result of their membership or non-membership or activity or lack of activity in the Union.

- 3.02** The Employer shall deduct an amount equivalent to the regular monthly dues from the wages paid employees.
- The amounts so deducted shall be remitted to the National Secretary-Treasurer of the Union not later than the 20<sup>th</sup> day of the month following the month in which the dues were deducted, and accompanied by a list of employees, their addresses, classification and hours worked in the month for which the dues were deducted. A photocopy of the list shall be forwarded to the Local at the same time.
- 3.03** The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.
- 3.04** The amount of Union dues paid by each employee in each year shall be indicated by the Employer on the Income Tax (T4) slip for each employee.
- 3.05** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, or any other advisors, when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.
- 3.06** **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 - MANAGEMENT RIGHTS**

- 4.01** Except as limited by a provision of this Agreement, the Employer shall continue to have the right to take any action it deems appropriate in the Management of the facility and direction of the workforce. All inherent Management functions and rights which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer.

These rights, Management functions and prerogatives include but are not limited to: the right to reprimand, suspend, discharge or otherwise discipline employees for just cause, select and hire, direct, promote, demote, transfer, layoff and recall employees to work; determine the requirements of a job, the qualifications of an employee to perform the work required, starting and quitting times, and the number of hours and shifts to be worked; maintain the efficiency of to expand or reduce the operations of the facility or any part thereof, or expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; control and regulate the use of machinery, equipment and other

property of the Employer; determine the assignment of work, the size and composition of the workforce; establish or amend reasonable rules,

policies and practices not in conflict with the provisions of this Agreement, introduce new or improved methods and equipment and otherwise generally manage the facility, direct the workforce and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.

## **ARTICLE 5 - CORRESPONDENCE**

**5.01** It is the policy of the parties to this Agreement that correspondence between them, other than correspondence arising out of the grievance or arbitration process, should pass between the Executive Director of the facility, and the Secretary of the Union, and where this is not practical or appropriate, the Executive Director or the Secretary as the case may be, shall be provided a photocopy of such correspondence.

## **ARTICLE 6 - LABOUR RELATIONS**

**6.01** 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 and Stewards.

### **6.02 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.

**6.03 Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than three (3) members or representatives of the Employer, as appointees of the Employer, and 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. 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.

**6.04 Health and Safety**

The Employer and the Union agree to make all reasonable efforts to promote and ensure the safety and health of the employees.

**6.05 Health and Safety Committee**

A Health and Safety Committee shall be established consisting of two (2) representatives of the Union and not more than two (2) representatives of the Employer. This Committee shall hold meetings as required to jointly consider, monitor, inspect, investigate and review health and safety conditions and practices; and to improve existing conditions and practices.

**6.06** Employees designated as representing the bargaining unit shall have the right to attend meetings with the Employer without loss of remuneration when these meetings are held within working hours.

**6.07 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 the 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.

## **6.08 Harassment**

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

## **ARTICLE 7 - UNION STEWARDS**

**7.01** The Employer recognizes the right of the Union to elect or otherwise designate Stewards. There will be no more than three (3) stewards, one (1) of whom will be elected chief steward, and no more than one (1) steward recognized by the Employer on each active shift.

In the event that more than one (1) Union Steward is scheduled to work on the same active shift, the Employer will only recognize the one (1) Union Steward identified as the Union Steward for that shift. The selection of the Stewards is the function of the Union and the Union must notify the Employer in writing of the names of the Stewards and Chief Steward before the Employer will recognize them.

**7.02** The Steward and Chief Steward shall not leave their work stations without prior permission of their Supervisors (always indicating grievance or designation concerned) and then only for such activities as are specifically provided for in this Agreement.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Definition of a Grievance**

A grievance shall be defined as a difference or dispute between the Employer and any employee or the Union as to the interpretation, application, administration or alleged violation of this Collective

Agreement, and shall include a dispute as to whether a matter is arbitrable.

## **8.02 Settling of a Grievance**

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until (s)he has first given **their** immediate Supervisor the opportunity of adjusting **their** complaint. A form indicating the complaint will be filled out including the date and signed by both parties. Copies will be forwarded to the Executive Director and the Chief Steward.

Such complaint shall be discussed with **their** immediate Supervisor within the seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within seven (7) calendar days following advice of **their** immediate Supervisor's decision in the following manner and sequence:

### **Step 1**

The employee concerned together with **their** Steward, shall submit the grievance to the Executive Director. The Executive Director shall, within ten (10) working days of receipt of the grievance at Step 1, convene a meeting with the employee concerned, **their** Steward, the National Representative of the Canadian Union of Public Employees, and the immediate Supervisor, to discuss the grievance and shall render a decision within five (5) working days following the meeting.

### **Step 2**

Failing a satisfactory settlement being reached at Step 1, the Union may refer the grievance to arbitration.

## **8.03 Policy Grievance**

- (a) Where a dispute involving a question of general application or interpretation occurs or where a group of employees have a grievance, the process may be originated at Step 1.
- (b) The Employer may submit a grievance to the Secretary of the Union at Step 1 of the grievance procedure.

**8.04 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement. The term “working days” where it is used in the grievance and arbitration procedure shall not include Saturdays, Sundays or holidays as defined in this Agreement.

**8.05 Union May Institute Grievances**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustments with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 1.

**8.06 Grievance and Replies to be in Writing**

Grievances submitted at Step 1 shall be in writing, and shall contain a statement of the circumstances, the Article or Articles of the Agreement which are allegedly violated, and the redress sought. Replies at this Step shall be in writing.

**8.07 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings, provided such facilities are available.

**8.08 Technical Objections**

An Arbitration Board shall have the power to allow any necessary amendments to a grievance, or to waive any procedural irregularities, or extend any time limits, or to overrule any formal or technical objection, provided that in taking any of these actions, the Board does not substantially prejudice the interests of either party and the Board considers it reasonable to do so.

**8.09 Discharge or Suspension**

Any employee who believes that **they have** been discharged or suspended without just cause may submit a written grievance at Step 1 of the grievance procedure within five (5) working days of the discharge or suspension.

**8.11 Warning**

If an employee is given a written disciplinary warning, or a written confirmation of a disciplinary action, including discharge for cause, a copy will be provided to the Secretary of the Union within two (2) working days of the employee receiving such notice.

**8.12 Adverse Report**

Any record of a disciplinary action, including written warnings or suspensions 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.

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.

**8.13 Right to Have Steward Present**

Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact **their** Steward to be present at the interview.

**8.14 Access to Personal File**

An employee shall have the right to have access to and review **their** personnel file at reasonable times and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

**ARTICLE 9 - ARBITRATION PROCEDURE**

**9.01** Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that any employee has been unjustly disciplined or discharged/terminated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall, within ten (10) working days, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) working days of the appointment of the second of them or as agreed, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limited, then the Minister of Labour for the Province of Ontario may appoint a qualified person to be Chairperson, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

**9.02 Jurisdiction of Arbitrator**

The Arbitration Board shall not have jurisdiction to make any decisions inconsistent with the provisions of this Agreement or to alter, modify or amend any part of this Agreement or substitute any new provision in lieu thereof.

**9.03** Each of the parties hereto will bear the expenses of the nominee appointed by it, and the parties shall jointly bear the expenses, if any, of the Chairman of the Arbitration Board.

**ARTICLE 10 - SENIORITY**

**10.01 Seniority Defined**

- (a) Seniority is defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, and call-ins, as set out in other provisions of this Agreement.
- (b) Part-time employees will accrue seniority based on the number of hours worked. Seventeen hundred and fifty (1750) hours worked shall equal one (1) year of seniority.
- (c) Seniority shall continue to accrue for an employee while **they are** on paid sick leave, WSIB, Union Leave and pregnancy/parental leave.

**10.02** The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application.

An up-to-date seniority list shall be sent to the Union and posted on all 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 Probation for Newly Hired Employees**

A newly hired employee shall be considered a probationary employee, and will have no seniority rights until after **they have** completed four hundred and fifty (450) hours. The termination of a probationary employee's employment, based on the Employer's assessment of their abilities and suitability's, is not arbitrable. Probationary employees shall otherwise be entitled to all provisions of this Collective Agreement, except where they are specifically excluded. Having completed this probationary period, an employee's seniority shall be considered to include time worked during the probationary period. The probationary period may be extended by the mutual agreement of Union and the Employer.

The Union will be afforded an opportunity of meeting with each new employee for fifteen minutes during the probationary period, to enable the employee to become familiar with their rights under the Collective Agreement.

**10.04**

(a) In matters of promotions and staff transfers, the Employer shall consider the qualification and abilities of the applicants, and where these are relatively equal, seniority shall be the governing factor.

Upon request by an unsuccessful applicant, the employer will provide a written explanation of its assessment.

(b) **Trial Period**

Transfers or promotions between classifications are subject to a trial period of one hundred and fifty (150) hours worked.

If during that trial period, the employee does not perform **their** duties to satisfaction, or if the position is not satisfactory to the employee, **they** will be returned to **their** former position, as will any other employee transferred or promoted as a result of the first transfer or promotion.

The Employer shall endeavour to return the employee to their previous classification and/or position as soon as reasonably possible, but in no event later than the beginning of the next posted schedule.

**10.05**

- (a) Temporary assignments of up to ten (10) weeks may be made to cover needs such as vacancies due to periods of illness, disability, vacations, emergencies, sudden increases or decreases in volume, and similar absences of manpower needs.

Such assignments shall be offered to all employees in order of seniority, provided such senior employees are available at straight time rates.

- (b) If a full-time position is temporarily vacant, and that vacancy will continue beyond ten (10) weeks, the Employer will post the position, in accordance with sub-article 10.06(a).

In the event that a part-time employee fills the temporary full-time position, the part-time employee will retain their part-time status notwithstanding, and will be treated as a part-time employee for the purposes of any entitlement under this Collective Agreement.

- (c) An employee who is awarded a temporary position must complete the term of the posting and may not apply for an additional posting unless the posting is permanent or ~~is~~ in excess of seven and one-half (7.5) hours bi-weekly of the temporary posting.

(d) **Sick Leave/L.O.A. Paid and Unpaid**

- (i) When an employee is off work five (5) scheduled days or less the Employer may opt to fill such vacancy on a daily basis.
- (ii) If the leave is anticipated to last six (6) days up to ten (10) weeks the schedule in its entirety shall be offered to the most senior part-time person in that classification, if so declined then offered according to seniority in the classification. If no employee accepts such offer in the classification then the position shall be offered according to seniority and qualifications on a bargaining-unit-wide basis.
- (iii) If the leave is anticipated to last longer than ten (10) weeks the Employer shall post such position based on the job posting requirements 10.04 and 10.06.
- (iv) All call ins and/or replacements shall be offered according to seniority by classification starting with the part-time classification.

**10.06**

**(a) Job Posting**

When a vacancy occurs in the classification within the bargaining unit, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for seven (7) consecutive calendar days unless notified by the Employer in writing, of its intentions to postpone or not fill the position. Applications for such vacancy shall be made in writing within the seven (7) day period referred herein. The notice and application must be dated, and the Employer shall only be required to consider applications which are received during the period the notice is posted.

The Employer, in filling posted vacancies for which employees apply in accordance with this section, shall make its decision in accordance with Section 10.04(a).

- (b) Full-time employees may request their status to be changed to part-time, and such request will be granted provided a part-time posted vacancy exists consistent with the needs of the facility, and the scheduling provisions of this Agreement. The full-time vacancy will then be posted and filled.

**10.07**

If an employee agrees to be transferred to a position outside of the bargaining unit, **they** shall not lose **their** current seniority status and shall continue to accumulate seniority for a period of up to twelve (12) months while in the employ of the Employer and will retain **their** total seniority in the event that **they are** transferred back into the bargaining unit.

**10.08**

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 a 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*.

- 10.09** An employee must keep the Employer advised as to the reason for any absence from work and make arrangements with the Employer for **their** return to work.

An employee who is reporting that they will be absent for the day shift will endeavour to give at least one and one-half (1½) hours' notice, and an employee reporting absent for any other shift will endeavour to give at least two (2) hours' notice. Except where the employee gives notices they will be absent for an extended period of time, they must give notice every day they are absent.

The Employer may require a returning employee to provide a doctor's certificate, certifying that the employee was under the doctor's care during the period of absence, that the illness or injury prevented the employee from attending work, and that the employee is now able to resume **their** regular duties. The physician will be of the employee's choice, however, the Employer may request a second opinion from a physician mutually agreed upon by the employee and Employer. The Employer agrees that such information will not be requested as a matter of course. The Employer will pay the doctor's reasonable charges to complete such certificate.

**10.10** It shall be the duty of employees to notify the Employer promptly of any changes of their address and current telephone numbers. If an employee shall fail to do this, the Employer will not be responsible for failure of a notice to reach such employee.

**10.11 Seniority**

For the purpose of application of seniority under this Agreement:

- (a) An employee whose status is changed from part-time to full-time shall receive a seniority position equal to the number of hours worked on the basis of seventeen hundred and fifty (1750) hours of actual work performed equaling one (1) year of seniority in the full-time unit; and
- (b) An employee whose status is changed from full-time to part-time shall transfer **their** full seniority upon assuming a part-time position and shall then continue to accrue seniority on the basis of seventeen hundred and fifty (1750) hours of actual work performed equaling one (1) year of seniority.

**ARTICLE 11 - NO STRIKES OR LOCKOUTS**

**11.01** The Employer agrees that there shall be no lockout and the Union agrees that there shall be neither strike nor other such concerted activity during the term of this Agreement. The meaning of terms "lockout" and "strike" shall be as defined in the Labour Relations Act.

**ARTICLE 12 - WORK OF THE BARGAINING UNIT**

**12.01** 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.

**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**

- (a) In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) weeks or more, the Employer will provide the Union with at least eight (8) weeks' notice. This notice is not in addition to required notice for individual employees.
  
- (b) In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:

If <b>their</b> service is greater than 9 years:	9 weeks' notice
If <b>their</b> service is greater than 10 years:	10 weeks' notice
If <b>their</b> service is greater than 11 years:	11 weeks' notice
If <b>their</b> service is greater than 12 years:	12 weeks' notice

- (c) In the event of a proposed layoff of a short-term nature of thirteen (13) weeks or less, the Employer will provide the Union with at least two (2) weeks' notice. This notice is not in addition to required notice for individual employees.

In the event of a layoff of a short-term nature, the Employer will provide affected employees with notice of at least two (2) weeks, or Employment Standards requirements, whichever is greater.

**13.03**

**Layoff Procedure**

- (a) In the event of layoff, the Employer shall layoff employees in the reverse order of their seniority within their classification, with casual laid off first, then part-time, then if required full-time, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
  
- (b) An employee who is subject to layoff shall have the right to either:
  - (i) accept the layoff; or
  
  - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified, as required by law, and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

**Note:** An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponds to that of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided **they are** qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within one (1) calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

#### **13.04 Recall Rights**

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided **they have** the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner 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 **they** held prior to the layoff should it become vacant within six (6) months of being recalled.
- (c) An employee who has been displaced into a different classification from which **they were** laid off shall have the privilege of returning to the position **they** held prior to the layoff should it become vacant within six (6) months of being recalled.
- (d) 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.

- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by priority post, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.
- (g) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

**Note:** For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, one (1) year full-time seniority equals 1750 hours part-time seniority.

### **13.05 Benefits on Layoff**

In the event of a layoff, provided the employee deposits with the Home **their** share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employees are not eligible), the Employer shall pay its share of the insured benefit premium for a period of up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

## **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

### **14.01 Normal Hours of Work**

The normal daily hours of work, exclusive of a thirty (30) minute unpaid meal period shall be seven and one-half (7½) consecutive hours per day. The normal days per week shall be five (5) days per week with a week being the period from **Saturday to Friday**. No employee will be required to work more than five (5) consecutive days without receiving **their** days off, unless otherwise mutually agreed.

### **14.02 Break Period**

All employees shall be permitted a paid fifteen (15) minute rest period both in the first half and the second half of a shift.

### **14.03 Schedule**

A schedule, showing the hours of work of all employees, and of two (2) weeks duration, shall be posted in an appropriate place at least two (2) weeks in advance of the effective date of the schedule.

To be assured consideration, requests for “scheduling accommodations” must be submitted to the Executive Director at least seven (7) days in advance of the date on which the Schedule must be posted.

Once posted, the schedule shall not be changed, except:

- to accommodate the return to work of an employee
- to accommodate any statutory obligation
- to accommodate any obligation arising under another provision of this Collective Agreement

The Employer shall provide five (5) calendar days notice of cancellation of a shift.

### **14.04 Compensation for Work on Paid Holidays Not Regularly Scheduled**

Overtime work on a holiday when the employee was not scheduled to work shall be paid for at the rate of double time for work performed.

**14.05 Turn Around Time**

An employee required to start a new shift, within fifteen (15) hours of completing **their** previous shift, excluding overtime, shall be paid at the rate of time and one-half (1½) for all hours which fall within the fifteen (15) hour turn around time.

**14.06 Call Back Pay Guarantee**

An employee who is called into work outside **their** regular working hours shall be paid for a minimum of four (4) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do.

**14.07 Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may, with the Agreement of the Employer, choose to receive time off at the appropriate overtime rate at a time selected by the employee and agreeable to the Employer.

**14.08 Hours of Work and Overtime**

In scheduling, the Employer shall endeavour to provide each employee with one (1) weekend off in every two (2) consecutive weeks for which an employee is scheduled.

**14.09 Hours of Work and Overtime**

An overtime premium of time and one-half (1½) an employee's regular straight time hourly rate shall be paid for authorized time worked in excess of seven and one-half (7½) hours per day or seventy-five (75) hours in a two (2) week period. In computing hours worked for the purposes of overtime, lunch breaks shall not be counted as time worked.

Employees shall not be required to take scheduled time off to compensate for overtime worked.

**14.10 Distribution of Overtime**

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

**In emergency situations [i.e. less than twenty-four (24) hours in advance of the scheduled shift], overtime shall be offered by seniority to eligible employees who are at work. If no eligible**

**employee accepts the overtime offered, the employer may offer the overtime to any available and qualified employee.**

**14.11** 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.

**14.12** If an employee is called in to work with less than one (1) hour's notice calculated from the start of the shift, then provided they make reasonable efforts to arrive promptly, they will be paid for the entire shift, even if they arrive after the start of the shift.

If an employee is called in to work after a shift has begun, and if they make reasonable efforts to arrive promptly, they will be paid from the time they are called.

**14.13** Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

**14.14** When an employee who is scheduled to work is unable to be present for any reason and the Employer determines that a replacement is required, the Employer shall call in a qualified replacement as soon as practically possible.

To accomplish this, it is agreed that part-time employees will 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 without a valid reason.

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 Employer may take appropriate action.

## **ARTICLE 15 - SHIFT WORK**

**15.01** Employees shall be paid a shift premium of forty-five cents (\$0.45) per hour for all hours worked on an afternoon or night shift where the majority of the hours worked fall between 1500 hours of one day and 0700 hours of the following day.

**15.02** There shall be no split shifts.

**15.03** Employees shall be paid a weekend premium of forty-five cents (45¢) for all hours worked between Friday at 2200 hours to Monday at 0600 hours. Such premium shall be on top of shift premium if applicable.

### **15.04 Responsibility Allowance for Work Outside of 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 ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

(b) Where the 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 ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.

(c) Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

(d) It is understood and agreed that only one of the above-noted premiums will apply at one time.

## **ARTICLE 16 - HOLIDAYS**

### **16.01**

(a) The Employer recognizes the following as paid holidays:

New Year's Day  
Good Friday  
Easter Monday

Civic Holidays  
Labour Day  
Thanksgiving Day

Victoria Day	Christmas Day
Canada Day (July 1 <sup>st</sup> )	Boxing Day
Family Day	One (1) float day

- (b) Notwithstanding the Emergency Leave Provisions of the Employment Standards Act in order to receive holiday pay, an employee must work their last scheduled day immediately preceding, and their first scheduled day immediately following the holiday, unless the absence is due to verified illness or approved bereavement leave or approved leave of absence.

**16.02** An employee who is absent due to verified illness or on an approved leave of absence shall be paid for the first holiday which occurs during the first thirty (30) calendar days of absence, but where an employee is absent for any other reason, then unless otherwise specifically provided for under this Agreement, they shall not be paid. The payment for the holiday will be made when the employee returns to work.

**16.03** Employees who are assigned to work on any of the above-mentioned holidays shall receive one and one-half (1½) times their regular straight time hourly base rate for all hours worked on such holiday, in addition to holiday pay (as provided by Article 16.01) or, at the employee's option, a day off with pay in lieu of the holiday to be scheduled by mutual agreement. The additional lieu day or day off is to be scheduled by mutual agreement within fifteen (15) days before the holiday or sixty (60) days after the holiday.

Employees requesting lieu day(s) or day(s) off must give two weeks' notice prior to the requested day off or the request may be denied at the Employer's discretion.

If the lieu day is not taken within sixty (60) days giving rise to its occurrence, the day will be lost and the money will be paid out on the next pay.

Should an employee fail to qualify for holiday pay as per Article 17.01(b), but has already taken the day as per Article 16.04, the Employer shall recoup the monies paid for the holiday on the next pay.

**16.04 Holidays for Days Off**

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof. The additional lieu day or day off is to be scheduled by mutual agreement within fifteen (15) days before the holiday or sixty (60) days after the holiday.

Employees requesting lieu day(s) off must give two weeks' notice prior to the requested day off or the request may be denied at the Employer's discretion.

**16.05 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 unless otherwise requested in writing.

The holiday schedule shall provide that every employee shall have at least three (3) consecutive days off, and one of those days shall be either Christmas Day, or New Year's Day. To accommodate this scheduling, normal scheduling patterns may be modified and the Employer may assign holidays.

**ARTICLE 17 - VACATION**

**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

**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

**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. Vacation pay will be paid in accordance with the regular pay period.

**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**

Deadlines for submitting vacation requests shall be as follows:  
For vacations falling in June, July and August, vacations requests must be made no later than April 15<sup>th</sup>. The vacation schedule for this period shall be posted no later than May 15<sup>th</sup>.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

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 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.

**18.02** Full-time employees will accumulate sick leave credits at the rate of one and one-half (1½) days for each one hundred sixty-two point five (162.5) hours worked after completion of the probationary period up to a maximum of one hundred and fifty (150) days.

When an employee is given leave of absence without pay in excess of thirty (30) calendar days for any reason, **they** shall not receive sick leave credits for the period in excess of thirty (30) calendar days.

- 18.03** Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to **their** credit.
- 18.04** An employee whose status is changed from full-time 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 full-time, such accrued sick leave shall be immediately restored to **their** credit, and available for **their** use.
- 18.05** 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.
- 18.06** During approved leaves of absence an employee may continue benefit coverage to the extent permitted by the insuring company provided the employee assumes and keeps current the total premium cost of the benefits. The Employer shall notify the employee of the total premium costs but shall not continue the benefit coverage unless premiums are kept current by the employee.
- 18.07** **Influenza Vaccine**
- The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon recommendation pertaining to a facility or specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules apply:
- (a) The Employer recognizes that employees have the right to refuse any required vaccinations.
  - (b) If an employee refuses to take the vaccine required under this provision, **they** will be reassigned during the outbreak period, unless reassignment is not possible, in which case **they** will be placed on unpaid leave. If an

employee is placed on unpaid leave, **they** can use banked lieu time or vacation credits in order to keep **their** pay whole.

- (c) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, **they** will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee may use sick credits. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (e) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## **ARTICLE 19 - LEAVE OF ABSENCE**

### **19.01 For Union Business**

For the purpose of leave for any meeting, employees must apply for and receive permission from Management prior to leaving their places of employment. Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance, provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

### **19.02 Union Functions**

Leave of absence without pay will be granted upon written request to employees elected and/or selected by the Union to represent the Local at Union functions. The leaves shall not exceed a cumulative total of one hundred ten (110) days per year. A maximum of three (3) employees but no less than one (1) shall be granted leave at any one time. The Employer agrees to act in a fair and reasonable manner in granting the number of employees off. A maximum of two (2) employees where possible will be given leave from one department at one time.

The Union agrees to notify the Employer in writing as far in advance as possible of such requests and will endeavour to give at least one (1)

calendar week notice. An employee must have completed **their** probation before being eligible for such leave.

Upon reasonable notice to the Employer, employees who have been designated as representing the Union shall be granted leave of absence for the purpose of acting as delegates at Union conventions, or attending Union seminars, or to perform Union duties, provided it does not disrupt the efficient running of the Home.

The Employer agrees to pay such designated employees on leave of absence pursuant to this Article their regular wages, and continue all benefits, service and seniority. The Employer will then bill the Union for the amount of the wages.

If the employee is appointed to a paid position with the Union, the Employer will grant a leave of absence without pay or benefits, but without loss of seniority or service, for up to one (1) year.

### **19.03 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. 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.

**19.04 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witnesses, excluding payment for travelling, meals or other expense. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of **their** employment shall be considered as time worked at the appropriate rate of pay.

**19.05 General Leave**

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.

**19.06** Where the Employer specifically requires an employee to upgrade **their** employment qualifications, then the Employer shall pay the full costs associated with the courses. The employee shall suffer no loss of seniority or benefits while attending such courses, and where the employee is unable to attend regularly scheduled shifts because of attendance at the course, the employee shall be paid as though they had worked their regularly scheduled shifts.

**19.07 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 resume **their** 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*.

## ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

**20.01** All employees will be paid every two (2) weeks on Thursday for the previous two (2) weeks worked.

**20.02** The pay slips shall identify the gross amount of pay, the amount and nature of any deductions and the net amount of pay and the hours worked.

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.

**20.03** If an employee is temporarily transferred to a higher paying position/classification and works in that position four (4) hours or more **they** shall receive the higher wage rate according to their seniority for all hours worked in such position/classification. When an employee is temporarily assigned to a lower paying position than **their** own, **their** rate shall not be reduced.

**20.04** If the Employer makes a payroll error such that an employee covered by this Agreement has not received wages earned in any bi-weekly pay period amounting to three (3) hours or more at **their** regular rate of pay, the error will be adjusted within two (2) payroll department business days from the date that the department head was advised of the error. Errors of less than this amount will be corrected on the employee's next regular pay.

If the Employer makes an error in an employee's favour of a day's pay or more for that employee, the overpayment will be deducted on the pay period following the date that the error is discovered.

**20.05 No Pyramiding**

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

**20.06 Training**

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

**ARTICLE 21 - JOB CLASSIFICATION**

**21.01 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

**21.02 Changes in Classification**

The Employer shall prepare a new description whenever a job is created or whenever the duties of a job change. When the duties of any job are substantially changed or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted as a grievance in accordance with the grievance and arbitration provisions. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

**21.03 New Classification**

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.

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.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

## **ARTICLE 22 - WELFARE BENEFITS**

### **22.01 Employer Contributions to Hospital, Medical and Dental Insurance**

- (a) The Employer shall arrange for the following benefits and pay the portion of the cost of the premiums as outlined below:
1. Life Insurance – 2x annual salary – 100% Employer paid
  2. (a) Blue Cross Extended Health Plan (or equivalent) – 100% Employer paid
  - (b) Effective January 1, 1991, this Plan will be amended to provide for an Rxplus prescription Drug Plan. This Plan will provide for 90/10 co-insurance, reimbursement for drugs which by law must be prescribed, and generic substitution for drugs covered by the Plan unless otherwise prescribed by the employee's doctor. The Extended Health Care Plan deductible will not apply to the Rxplus

portion of the benefit. 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.

3. Blue Cross Plan for ward coverage and provide for a \$3,000.00 cap on out of country coverage (per person). The out of country medical coverage is to be limited to 60 days.
4. A Blue Cross Dental Plan No. 9 and a \$2,000.00 maximum per person per year. The Employer's share of the premium contribution shall be 60% of the premium, and as a condition of participation, the employee shall contribute the remaining 40% by payroll deduction. Recall for dental checkups for adults 18 years or older will be extended to every nine months, unless deemed necessary every six (6) months due to dental condition requiring same.
5. The Employer will provide a vision care with a reimbursement of two hundred and seventy-five dollars (\$275.00) every twenty-four (24) months inclusive of eye examination. There will be no deductible. The Employer will pay eighty percent (80%) of the premium of this Plan, and as a condition of participation, the employee shall contribute the remaining twenty percent (20%) by payroll deduction.
6. Out of country medical insurance is to be limited to 60 days
  - (a) In the case of leaves of absence without pay, the Employer's contribution will be paid to the above plans for a maximum of one hundred and twenty (120) calendar days. Thereafter, the employee may pay the full premiums through the Employer.
  - (b) For the purpose of this sub-article, the Employer will recognize a same sex marital relationship as a family relationship, provided the insurance carrier will provide coverage for such relationship.
  - (c) 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.

## **22.02 Nursing Homes and Related Industry Pension Plan (NHRIPP)**

- (a) Effective January 1, 2007, each eligible employee covered this Collective Agreement shall contribute from each pay period an amount equal to four

percent (4%) of applicable wages to the Nursing Home and Related Industries Pension Plan (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.

- (b) The definition of “applicable wages” for the purposes of determining contributions to the Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.
- (c) “Eligible employee” shall mean all full-time and part-time employees in the bargaining unit, who have completed nine hundred and seventy-five (975) hours of employment.
- (d) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust for the Nursing Homes and Related Industries Pension Plan dated February 13, 1990, and the terms of the Pension Plan adopted by the Trustees, both as may be amended from time to time.
- (e) 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.

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

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

- (g) The employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (h) 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 22.01 (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
- Monthly Remittance
- Social Insurance Number
- 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.

## **ARTICLE 23 - GENERAL CONDITIONS**

### **23.01 Bulletin Boards**

The Employer shall provide the existing bulletin board in the present staff lounge for the access of all employees and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **23.02 Uniform Allowance**

Effective January 2007 and paid thereafter in January of each year, the Home agrees to provide the following uniform allowance:

Full-time employees - \$120.00 per year

Part-time employees - \$90.00 per year

### **23.03 Plural or Masculine Terms May Apply**

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.

### **23.04**

(a) If a conflict exists between the scheduling of an employee's annual medical, and their scheduled at work, the Employer will endeavour to reschedule their work so that the employee will not lose any scheduled hours.

(b) Employees are expected to schedule routine medical and dental appointments outside of regularly scheduled working hours. Where this cannot be accomplished, employees will be given sufficient paid time off work to attend such appointments without charge against any sick leave credits. Where the nature of the appointment is such that the employee would not be able to attend the entire shift then the employee shall be entitled to the time off, and they may use sick leave credits (if available) for that day.

**23.05** The Employer encourages employees to attend regular in-service training, but except where that training is given during normal working hours, or where the Employer pays the employee to attend such in-service, there is no obligation on the employee to attend. When the Employer requires training outside of working hours it will compensate employees.

**23.06 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.

**23.07 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 24 - JOB CLASSIFICATION AND WAGES**

**24.01** Schedule "A" attached hereto shall form part of this Agreement and contains the job classifications and hourly wages of the employees in the bargaining unit which shall take effect from the dates set out therein.

**24.02** Schedule "B" attached hereto shall form part of this Agreement and shall apply to all part-time employees as defined in the schedule.

**24.03 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 which 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.

**ARTICLE 25 - DURATION OF COLLECTIVE AGREEMENT AND RETROACTIVITY**

**25.01** This Agreement shall become effective as of the January 1, 2022, and shall continue in effect until December 31, 2024, and shall continue to be in effect for one (1) year thereafter unless either party gives written notice to the other party of their intention to enter into negotiations for the purpose of amending, revising or terminating this Agreement. The Union agrees to provide the Employer with an electronic (Microsoft Word) version of the Collective Agreement.

**25.02** **Notice of Change**

**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.**

**25.03** Retroactivity is payable to all employees and shall be paid out no later than three (3) pay periods from date of ratification. In the event an eligible employee shall have terminated **their** employment since January 1, 2019, the Home shall advise the employee within thirty (30) days by notice in writing by registered mail to the last known address on the records of the Home and the employee shall have sixty (60) days from the posting within which to claim any payment due to **them**. Retroactivity will be paid within two (2) pay periods (bi-weekly) of the employee making such claim.

SIGNED THIS 21 DAY OF November, 2024.

**STONERIDGE MANOR  
AXIUM EXTENCICARE LTC II LP**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2564**

Vanessa Labrecque  
Vanessa Labrecque (Nov 21, 2024 11:27 EST)

Wendy Johnson  
Wendy Johnson (Oct 31, 2024 14:16 EDT)

Stacey Uden  
Stacey Uden (Oct 30, 2024 15:51 EDT)

**SCHEDULE "A" - WAGE SCHEDULE**

<b>Classification</b>	<b>Level</b>	<b>Expired</b>	<b>\$3.00</b>	<b>January 1, 2023 (3.50%)</b>	<b>January 1, 2024 (3.50%)</b>
	Start	<b>19.90</b>		<b>20.60</b>	<b>21.32</b>
Laundry, Dietary, Housekeeping Activation	6 months	<b>20.69</b>		<b>21.41</b>	<b>22.16</b>
	1 year	<b>21.34</b>		<b>22.09</b>	<b>22.86</b>
	2 year	<b>22.13</b>		<b>22.90</b>	<b>23.71</b>
	Start	<b>20.99</b>		<b>21.72</b>	<b>22.49</b>
Cook	6 months	<b>21.74</b>		<b>22.50</b>	<b>23.29</b>
	1 year	<b>22.54</b>		<b>23.33</b>	<b>24.15</b>
	2 year	<b>23.29</b>		<b>24.11</b>	<b>24.95</b>
	Start	<b>20.72</b>	<b>23.72</b>	<b>24.55</b>	<b>25.41</b>
PSW Health Care Aide (Certified)	6 months	<b>21.42</b>	<b>24.42</b>	<b>25.27</b>	<b>26.16</b>
	1 year	<b>22.15</b>	<b>25.15</b>	<b>26.03</b>	<b>26.94</b>
	2 year	<b>23.29</b>	<b>26.29</b>	<b>27.21</b>	<b>28.16</b>
	Start	<b>20.72</b>		<b>21.45</b>	<b>22.20</b>
Activation Attendant	6 months	<b>21.42</b>		<b>22.17</b>	<b>22.95</b>
	1 year	<b>22.15</b>		<b>22.93</b>	<b>23.73</b>
	2 year	<b>23.29</b>		<b>24.11</b>	<b>24.95</b>
	Start	<b>26.53</b>		<b>27.46</b>	<b>28.42</b>
R.P.N.	6 months	<b>26.95</b>		<b>27.89</b>	<b>28.87</b>
	1 year	<b>27.47</b>		<b>28.43</b>	<b>29.43</b>
	2 year	<b>28.08</b>		<b>29.06</b>	<b>30.08</b>
	Start	<b>18.09</b>		<b>18.72</b>	<b>19.38</b>
PSA	Step 1	<b>18.92</b>		<b>19.58</b>	<b>20.27</b>
	Step 2	<b>19.50</b>		<b>20.18</b>	<b>20.89</b>
	Step 3	<b>20.09</b>		<b>20.79</b>	<b>21.52</b>

**Note:**

Pay Equity was implemented in accordance with dates whereas general wage increases did not come into effect until settlement. Precision was not used as grid was signed off during settlement.

## **SCHEDULE “B”**

### **ARTICLE 1 - INCORPORATION**

**1.01** The Employer and the Union agree that all provisions of the Collective Agreement to which this schedule is attached shall be incorporated into this schedule and be applicable to part-time employees as hereinafter defined, unless such provisions are specifically excluded in their application to part-time employees.

### **ARTICLE 2 - RECOGNITION**

**2.01** The Employer recognizes the Union as the bargaining agent for all of its part-time employees employed in Carleton Place, Ontario, save and except supervisors and persons above the rank of Supervisor, Graduate and Undergraduate Nurses, and Office and Clerical staff.

The terms “part-time employee(s)” when used in this Agreement means those employees who are regularly employed for not more than forty-eight (48) hours per bi-weekly pay period.

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.

The word “employee(s)” when used in this Agreement refers only to employees within the aforesaid bargaining unit unless otherwise specifically stated.

### **ARTICLE 3 - EXCLUSIONS**

**3.01** The Employer and the Union agree that the following Articles of the Collective Agreement to which this schedule is attached shall not apply to part-time employees:

2.01	16 (in total)
14.01 (2 <sup>nd</sup> sentence only)	18.01 – 18.05
14.07	22.01

## ARTICLE 4 - HOLIDAYS

**4.01** The Employer recognizes the following as holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1 <sup>st</sup> )	Boxing Day
Family Day	One (1) float day

**4.02** Part-time employees shall not receive any holiday pay in recognition of the fact they receive a payment in lieu.

**4.03** A part-time employee who is required to work on the day of observation of any of the defined holidays shall receive overtime at the rate of one and one-half (1½) of their regular rate of pay for all hours so worked.

## ARTICLE 5 - VACATION

**5.01** **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-three (23) years of service Twenty-two (22) years of service – effective May 23 <sup>rd</sup> , 2016	12% of total earnings
Twenty-eight (28) years of service	14% of total earnings

## ARTICLE 6 - PAYMENT OF WAGES

**6.01** A part-time employee will advance on the wage grid in Schedule "A" of the Collective Agreement on the basis of seventeen hundred and fifty (1750) hours of actual work performed equaling one (1) year of service.

**ARTICLE 7 - PAYMENT OF WAGES**

**7.01** A part-time employee will receive a payment equivalent to fourteen percent (14%) of **their** wages in lieu of Sick Leave and Health and Welfare benefits, and pay for holidays.

SIGNED THIS 21 DAY OF November, 2024.

**STONERIDGE MANOR  
AXIUM EXTENCICARE LTC II LP**

Vanessa Labrecque  
Vanessa Labrecque (Nov 21, 2024 11:27 EST)

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**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2564**

Wendy Johnson  
Wendy Johnson (Oct 31, 2024 14:16 EDT)

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Stacey Uden  
Stacey Uden (Oct 30, 2024 15:51 EDT)

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**LETTER OF AGREEMENT**

**between**

**STONERIDGE MANOR - AXIUM EXTENDICARE LTC II LP**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2564**

**Re: RAI/MDS Review**

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**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 results.**

**SIGNED THIS 21 DAY OF November, 2024.**

**STONERIDGE MANOR  
AXIUM EXTENDICARE LTC II LP**

Vanessa Labrecque  
Vanessa Labrecque (Nov 21, 2024 11:27 EST)

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**CANADIAN UNION OF PUBLIC  
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Wendy Johnson  
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Stacey Uden  
Stacey Uden (Oct 30, 2024 15:51 EDT)

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**LETTER OF UNDERSTANDING**

**between**

**STONERIDGE MANOR - AXIUM EXTENDICARE LTC II LP**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2564**

**Re: Cook/Supervisor**

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The parties agree that the Cook/Supervisor shall be allowed to work no more than three (3) cooking shifts per week.

SIGNED THIS 21 DAY OF November, 2024.

**STONERIDGE MANOR  
AXIUM EXTENDICARE LTC II LP**

Vanessa Labrecque  
Vanessa Labrecque (Nov 21, 2024 11:27 EST)

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**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2564**

Wendy Johnson  
Wendy Johnson (Oct 31, 2024 14:16 EDT)

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Stacey Uden  
Stacey Uden (Oct 30, 2024 15:51 EDT)

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**LETTER OF INTENTION**

**between**

**STONERIDGE MANOR - AXIUM EXTENDICARE LTC II LP**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2564**

**Re: Short-time Full-time Employment**

---

This letter attaches to and forms part of the Collective Agreement.

Full-time employees will be scheduled for ten (10) shifts per pay period.

Notwithstanding, certain full-time employees currently work less than ten (10) shifts per pay period. For those individuals employed as of December 1<sup>st</sup>, 2004, and who are employed less than ten (10) shifts per pay period, the Employer agrees that practice will continue.

Any person who applies for a vacant full-time job after December 1<sup>st</sup>, 2004, will be expected to be available to work ten (10) shifts per pay period unless a request for reduced hours is put forward through the Union and is granted by the Employer.

**SIGNED THIS** 21 **DAY OF** November, **2024.**

**STONERIDGE MANOR  
AXIUM EXTENDICARE LTC II LP**

Vanessa Labrecque  
Vanessa Labrecque (Nov 21, 2024 11:27 EST)

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**CANADIAN UNION OF PUBLIC  
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Wendy Johnson  
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Stacey Uden  
Stacey Uden (Oct 30, 2024 15:51 EDT)

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**LETTER OF UNDERSTANDING**

**between**

**STONERIDGE MANOR - AXIUM EXTENDICARE LTC II LP**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2564**

**Re: RPN Previous 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 and twenty-five (1725) 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.

This provision shall apply to all current employees, provided the employee provides the Employer poof of their recent prior experience prior to their employment at Stonebridge Manor - Revera LTC Inc. within thirty (30) days of ratification of this agreement.

SIGNED THIS 21 DAY OF November, 2024.

**STONERIDGE MANOR  
AXIUM EXTENDICARE LTC II LP**

Vanessa Labrecque  
Vanessa Labrecque (Nov 21, 2024 11:27 EST)

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2564**

Wendy Johnson  
Wendy Johnson (Oct 31, 2024 14:16 EDT)

Stacey Uden  
Stacey Uden (Oct 30, 2024 15:51 EDT)

**LETTER OF UNDERSTANDING**

**between**

**STONERIDGE MANOR - AXIUM EXTENDICARE LTC II LP**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2564**

**Re: Emergency/Family Leave**

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**Subject to the Emergency and Family Leave provision of the Ontario Employment Standards Act, the Employer recognizes quality of life includes working life and family life. To this end the parties recognize that employees may need to care for family members who are ill. The Employer endeavours to work with the employee in granting requests for leaves for this purpose.**

**Such leaves shall be subject to the general leave of absence rules and will be deemed as an emergency for the purpose of requesting the same.**

**SIGNED THIS 21 DAY OF November, 2024.**

**STONERIDGE MANOR  
AXIUM EXTENDICARE LTC II LP**

Vanessa Labrecque  
Vanessa Labrecque (Nov 21, 2024 11:27 EST)

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**LETTER OF UNDERSTANDING**

**between**

**STONERIDGE MANOR - AXIUM EXTENDICARE LTC II LP**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2564**

**Re: Abusive Residents or Family Members**

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The parties agree that any issues of abusive residents or family members will be addressed at the following times:

- Care Meetings
- Labour Management Meetings
- Health and Safety Meeting

and the Employer will take appropriate action as deemed necessary.

**SIGNED THIS** 21 **DAY OF** November, **2024.**

**STONERIDGE MANOR  
AXIUM EXTENDICARE LTC II LP**

Vanessa Labrecque  
Vanessa Labrecque (Nov 21, 2024 11:27 EST)

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2564**

Wendy Johnson  
Wendy Johnson (Oct 31, 2024 14:16 EDT)

Stacey Uden  
Stacey Uden (Oct 30, 2024 15:51 EDT)

## **LETTER OF UNDERSTANDING**

**between**

**STONERIDGE MANOR - AXIUM EXTENDICARE LTC II LP**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2564**

**Re: Innovative/Extended Shift Schedules**

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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 21 DAY OF November, 2024.

**STONERIDGE MANOR  
AXIUM EXTENCICARE LTC II LP**

Vanessa Labrecque  
Vanessa Labrecque (Nov 21, 2024 11:27 EST)

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**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2564**

Wendy Johnson  
Wendy Johnson (Oct 31, 2024 14:16 EDT)

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Stacey Uden  
Stacey Uden (Oct 30, 2024 15:51 EDT)

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**LETTER OF UNDERSTANDING**

**between**

**STONERIDGE MANOR - AXIUM EXTENDICARE LTC II LP**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2564**

**Re: Workload**

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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** 21 **DAY OF** November, **2024.**

**STONERIDGE MANOR  
AXIUM EXTENDICARE LTC II LP**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 2564**

Vanessa Labrecque  
Vanessa Labrecque (Nov 21, 2024 11:27 EST)

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## Appendix "A" – Workload Review Form

<b>WORKLOAD REVIEW FORM:</b> 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:	