

# COLLECTIVE AGREEMENT

Between:

SHORTHILLS VILLA RETIREMENT COMMUNITY

And:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

**July 1, 2023 – June 30, 2026**

ac/cope491

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COLLECTIVE AGREEMENT

BETWEEN:

SHORTHILLS VILLA RETIREMENT COMMUNITY

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01 (a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to this agreement.
- (c) To ensure efficient and harmonious operation of Shorthills Villa Retirement Community.
- (d) Provide for the prompt and peaceful adjustment of differences which may arise between employees and the Employer;
- (e) Set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties;
- (f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Shorthills Villa Retirement Community save and except supervisors and persons above the rank of supervisors and Administrative Assistant and security guards.
- 2.02 The word "employee" in this Agreement shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Section 2.01.
- 2.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer, or its representatives, which conflicts with the terms of this Agreement.

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2.04 Persons (paid and unpaid) who are not in the bargaining unit shall not work on any jobs which are in the bargaining unit except for the purposes of instruction, experimentation or in emergencies when regular employees are not available, and providing that the performance of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

Unpaid persons may only be permitted to engage in Bargaining Unit Work as mutually agreed by the parties. Such agreements shall be in writing.

The use of unpaid personnel shall not result in the lay-off or reduction in scheduled hours of any member of the bargaining unit.

2.05 The parties agree that during the life and term of the Collective Agreement, no employee shall be laid off as a result of contracting out of Bargaining Unit work.

#### ARTICLE 3 - DEFINITION OF EMPLOYEES

3.01 Employees shall be defined in this Agreement in the following categories:

- (a) Full time employees - those employees who regularly work more than 48 hours bi-weekly;
- (b) Part time employees - those employees who regularly work 48 hours bi-weekly or less;
- (c) Part time zero hour employees are those employees who do not have regularly scheduled hours, but who are called in to work due to the absence of a regular employee. Such part time zero hour employees must work a minimum of two (2) shifts per month, if offered, to retain their position.

#### ARTICLE 4 - CHECK-OFF OF UNION DUES

4.01 The Employer agrees to deduct such regular monthly dues, as are levied upon all members of the Union in accordance with its constitution and by-laws, from each pay of all employees and of all new employees, after thirty (30) calendar days of employment.

4.02 The amount of such regular monthly union dues shall be certified to the Employer by the Secretary-Treasurer of the Union.

4.03 (a) The total amount of the monthly deductions will be remitted regularly each month by the 15<sup>th</sup> of the following month, by the Employer to the Secretary-Treasurer of the Union.

(b) With the first transmission of dues and every month thereafter, the Employer will deliver a list of the employees' names and addresses from whom the deductions were made and the amount of the deductions. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Canadian Union of Public Employees.

4.04 The Employer will use its best endeavours to comply with the provisions of this Article, but it is relieved by the Union of any and all responsibility and/or liability for deducting or failure to deduct Union dues.

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

#### ARTICLE 5 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

5.01 The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

5.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his union steward and Health and Safety Representative or representatives, who will provide the employee with a copy of the collective agreement.

5.03 A union representative shall be given an opportunity to interview each new employee within regular working hours without loss of pay during the first month of employment. Such interview shall be for the purpose of acquainting the new employee with the benefits and the duties of union membership and of their responsibilities and obligations to the union. Such interview shall be conducted at a convenient time and shall not exceed fifteen minutes.

#### ARTICLE 6 - NO DISCRIMINATION

6.01 The Employer shall not discriminate against employees with respect to the terms or conditions of employment on any of the prohibited grounds of discrimination under the Ontario Human Rights Code.

There shall be no discrimination against or intimidation of any employee for reasons of Union membership or for Union activity or for exercising any of the rights under any Ontario Labour Legislation.

#### ARTICLE 7 - RELATIONSHIP

7.01 The Union acknowledges and recognizes that the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by

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an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) make and enforce and alter from time to time reasonable rules and regulations to be observed by all employees;
- (c) hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim of discharge without just cause by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- (d) determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service the direction of the working forces, the number of personnel required, the services to be provided and the methods, procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the classifications and the hours of work, establish, modify, combine or abolish job classifications and create, modify eliminate or discontinue any job in whole or in part the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees; may require the medical examination of an employee at the Employer's expense by a physician designed or approved by it.
- (e) Determine the qualifications of employees, the number of employees required by the employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area; generally, solely and exclusively manage the Agency and its operations without interference subject to the express terms of this Agreement.

7.02 (a) The Employer also has the right to make and alter from time to time, rules, regulations and policy to be observed by the employees, provided that no change shall be made by the Employer in such rules, regulations and policies without prior notice to and discussion with the Union.

- (b) Copies of all rules and regulations adopted by the Employer which affect the employees in the bargaining unit are to be posted on all bulletin boards and copies forwarded to the Union the same day.

7.03 Rights and responsibilities as set out in Article 7 shall be exercised in accordance with this Agreement. A claim that the Employer has exercised these rights in a

manner inconsistent with any provisions of this Agreement, may be the subject of an grievance.

#### ARTICLE 8 - UNION COMMITTEE AND STEWARDS

- 8.01 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 shall notify the Employer in writing of the names of its Executive officers, Unit Officer and stewards. The Union will be notified in writing of the names, titles and responsibilities of the Management group.
- 8.02 The Union shall have the right at any time to have the assistance of the National Representative when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's premises, in order to investigate or assist in the settlement of a grievance. Prior, the Union will contact the Employer.
- 8.03 The Employer will recognize:
- (a) Three (3) Stewards including the Unit Officer, all of whom shall be employees of the Employer; and
  - (b) A Union Grievance Committee of two (2) employees of the Employer, one (1) of whom shall be the Unit Officer of the Local unit, together with the President and Vice President - Private Homes.
  - (c) A Union Bargaining Committee shall be set up consisting of two (2) employees of the Employer, one being the Unit Officer, together with the President and Vice President - Private Homes of Local 1263 and three (3) representatives of the Employer, to set up and deal with such matters as reviewing and negotiating amendments to this agreement. The Union shall inform the Employer of names of the nominees to the Committee.
  - (d) (i) A Labour Management Committee shall be set up consisting of two (2) employees of the Employer, together with the President and Vice President - Private Homes of Local 1263 and two (2) representatives of the Employer. The employee representatives of the Union for such committee must have completed their probationary period, in order to qualify for such committee.
    - (ii) Three (3) meetings of the labour management committee shall be scheduled no later than January 31 of the current year, pre scheduled meetings may be cancelled by either party if no issues have come forward. A statement outlining the matters for discussion will be submitted by each Party not less than five (5) working days prior to the time of the scheduled meeting, except in the case of an emergency. Minutes of each meeting shall be prepared by the Chairperson and a copy shall be forwarded to the members of the Committee and the President of the Union.

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- 8.04 The Chairperson of the Union, or his representative, Vice President - Private Homes, Stewards and Committee members have regular duties to perform on behalf of the Employer. No such employee will absent themselves from their regular duties unreasonably, in order to deal with Grievances, or other Union business; nor will they leave their regular duties prior to receiving permission from their Supervisor. Such permission to leave will not be unreasonably withheld.
- 8.05 In accordance with this understanding the Employer will compensate employees of the Employer for regularly scheduled work time spent in servicing grievances and attending meetings between the parties involving the interpretation, application or administration of the agreement. Employee representation at meetings between the parties related to future amendments to the collective agreement will be compensated up to but not including arbitration.

#### ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 STEP 1 - It is the mutual desire of the parties that a complaint by an employee shall be resolved as promptly as possible and it is understood that an employee has no grievance until they have first discussed their complaint with their Immediate Supervisor. (Immediate Supervisor shall be defined as the first person outside of the bargaining unit with supervisory responsibility over the employee directly involved in the grievance). Within five (5) scheduled working days of the event or circumstance giving rise to the complaint, the employee shall discuss the matter with their Immediate Supervisor. If they so desire, they may be accompanied by their Steward or Unit Officer. The Supervisor shall give their written reply within two (2) working days of receipt of such complaint.
- 9.02 STEP 2 - Should the written reply of the Immediate Supervisor at Step #1 be unsatisfactory, the matter shall then become the subject of a written grievance. Such written grievance shall be on official grievance form stating the grievance, the section or sections of the Agreement alleged to have been violated and specifying the redress requested. Such grievance will be submitted to the Administrator or his designate within five (5) days. The Administrator or his designate shall give the grievor and the Unit Officer, or their designate, the opportunity to meet and discuss the grievance prior to his written reply. Such reply will be sent within five (5) working days to the Grievor and the Union.
- 9.03 STEP 3 - If the Administrator's decision is not acceptable, within seven (7) working days of being informed in writing, a meeting will be arranged between the Grievance Committee and the Administrator and such other members of their staff as they shall designate. Within five (5) working days of such a meeting, the Administrator or his designate shall inform the Union, in writing, of the result of such meeting and specify the facts and/or reasons on which it was based.
- 9.04 STEP 4 - If the grievance is not settled, the Union will, within thirty (30) days of receipt of the decision of the Administrator or his designate, notify the Employer of its desire to proceed to arbitration.

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**NOTE:** Employees required to attend the above stated meetings during regularly scheduled working hours will not have pay deducted as a result. However, no payment will be made for any time spent attending arbitration proceedings.

9.05 In the event that a grievance is initiated by the Employer under the terms of this Agreement, action will be initiated at Step 3 of the Grievance Procedure.

9.06 Mediation

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

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

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

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the union notice of the new rate.

- 9.07 (a) Instead of a Board of Arbitration the parties may mutually agree to a single Arbitrator.
- (b) The parties will each appoint an Arbitrator within five (5) days after the notification from the Union has been received and will promptly advise the other party of the name of their nominee.
- (c) The two nominees will then attempt to agree upon a Chairperson and if they cannot agree within a further fifteen (15) days, then such Chairperson shall be appointed by the Minister of Labour at the request of either party.
- (d) Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties shall jointly bear the expense of the Chairperson.
- (e) The Arbitrators shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decisions inconsistent with the provisions thereof.
- (f) The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding on the parties hereto. In case there is no majority of the Board, then the decision of the Chairperson shall be similarly final and binding.

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(g) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration, or alleged violation of this Agreement. The party receiving notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration, or alleged violation of this Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgment on the question of arbitrability and proceed with the matter on the merits. The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration, or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Board or the Union Committee, in the case of an Employer grievance, shall stand.

9.08 In this Article 9, days shall exclude Saturdays, Sundays and Paid Holidays.

9.09 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.

9.10 Group Grievance - Within the ten days of the event upon which the grievance is based, the Employer or the Union may submit a grievance in writing to the other alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the section, or sections claimed to be violated, or relied upon and the matter shall be dealt with in accordance with Step 3 and the balance of the grievance procedure. No grievance shall be submitted by the Union under this section unless it involves more than two (2) employees and provided that the matter has first been discussed with the Administrator or his designate.

9.11 Policy Grievance - Within ten (10) days of the event upon which the grievance is based, the Union may submit a policy grievance on issues which cannot properly be initiated as an individual or group grievance. Such grievance shall be processed in accordance with STEP 3 and the balance of the grievance procedure, and be submitted to the Employer in writing and signed by the Unit Officer or the Vice President - Private Homes.

9.12 If a grievance is not submitted within the time limit provided, it shall be deemed to be abandoned, however, time limits may be extended by mutual agreement of the parties.

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### Discharge and Discipline

- 9.13 The Unit Officer or a Steward must be present at any meeting between the Employer and the employee when any disciplinary action is discussed.

A claim by the employee that they have been unjustly discharged or suspended or who has received a written warning stating in part that further disciplinary action may result in suspension or discharge shall be the subject of a grievance at Step 3 of the grievance procedure if such is submitted to the employer within three (3) working days of the date of written notice of the disciplinary action.

- 9.14 The Employer shall, within five (5) working days of receipt of such grievance, reply in writing to the grievance stating the action taken and shall forward copies to the Steward, Vice President - Private Homes and Unit Officer. Such reply shall state details of the incident and the information on which the decision is based.
- 9.15 Should an employee not want a Union representative present during discussion with the Employer, they shall be required to sign a statement to that effect and the Employer shall not be obliged to have a Union representative present.
- 9.16 Such grievance shall be settled by confirming the Employer's action in discharging, suspending or disciplining the employee or by reinstating the employee with full compensation for time lost, or by any other arrangements, which are just and equitable in the opinion of the conferring parties, or by the decision of an arbitration board if the grievance is so referred.
- 9.17 The Employer will not rely upon or refer to discipline notations and written warnings contained in employee's file after twelve (12) months if there has been no intervening disciplinary action taken by the Employer. However, in the case of abuse involving a 3<sup>rd</sup> party [ie: residents and family] where such discipline shall not be referred to or used against the employee at any time after 2 years of the date of such action or report.
- 9.18 An employee shall have the right to make an appointment upon 48 hours notice to the Assistant Administrator to have access to and review their personnel docket.

### ARTICLE 10 - No STRIKES OR LOCKOUTS

- 10.01 During the life of this Agreement, the Union agrees there will be no strike and the Employer agrees that there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the Labour Relations Act, Ontario, as amended from time to time.

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## ARTICLE 11 - PROBATIONARY PERIOD

11.01 A newly hired employee shall be placed on the Seniority List as at the date of their hiring, after having successfully completed a probationary period of four hundred and eighty (480) hours of employment (excluding holidays, days off, scheduled days not worked, days off on leave of absence) whichever is the shorter.

The Probation period may be extended by mutual agreement between the Employer and the Union by up to an additional fifty (50) hours such agreement shall be in writing. On or before the expiry date of the probationary period, the Employer will confirm in writing to the employee the decision to:

- (a) Confirm their appointment as having completed their probation; or
- (b) Enact the Employer's right to terminate the employment of a probationary employee at any time during the probation period, except as provided in the Ontario Labour Relations Act, or unless the Union claims discrimination as noted in Article 6. During the probationary period, Employees shall be entitled to all rights and privileges of the Agreement except as otherwise stated in this Collective Agreement.

## ARTICLE 12 - SENIORITY

12.01 Seniority is defined for purposes of this agreement as the length of service of any employee of the Employer computed from the date of hire after such employee attained seniority by completing their probationary period, and shall apply only to the extent specifically provided in this agreement.

12.02 The Employer shall prepare two seniority lists, one for full time employees and one for part time employees.

12.03 The Employer shall post copies of the lists and forward a copy to the Union office. The list shall be brought up to date as at the end of January and July of each year and copies shall be posted, and a copy sent to the Union office.

12.04 For the purpose of placement on the seniority lists, the following provisions shall apply:

- (a) When an employee transfers from full-time to part time they shall be transferred to the part-time seniority list on the basis that six (6) months of employment as a full-time is equal to twelve (12) months of employment as a part time.
- (b) When an employee transfers from part-time to full-time, they shall be transferred to the full-time seniority list on the basis that twelve (12) months of employment as a part-time is equal to six (6) months of employment as a full-time.

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### ARTICLE 13 - LOSS OF SENIORITY

13.01 Seniority shall be lost and an employee shall be deemed to have terminated their employment with the Employer if they;

- (a) voluntarily quit their employment;
- (b) is discharged, and is not reinstated through the grievance procedure;
- (c) fails to report for work within five (5) working days after notification of recall is sent by the Employer by a receipted delivery mail system to the employee's last known address.
- (d) is laid off for a period in excess of eighteen (18) months;
- (e) fails to report to work upon the expiration of any leave of absence which was granted to them;
- (f) utilizes a leave of absence for a purpose other than that for which it was granted;
- (g) retires or is retired;
- (h) is absent from work in excess of five (5) consecutive working days without notifying his immediate supervisor.

It shall be the responsibility of the employee to keep the Employer informed of their current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

### ARTICLE 14 - JOB POSTINGS

14.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the union's bulletin board, for a minimum of five (5) working days so that all members will know about the vacancy or new position.

The Employer may advertise for a vacancy or new position but not complete the processing of applicants until internal candidates have been considered.

14.02 Such notices shall contain the following information:

Nature of position, qualification, required knowledge and education, skills, shift, wage or salary rate or range.

14.03 Both parties recognize:

- (a) The principle of promotion within the service of the Employer;
- (b) That job opportunity should increase in proportion to length of service.

In matters of promotions, the following factors shall be considered:

- (a) seniority;
- (b) Knowledge, qualifications, efficiency and ability to carry out the duties of the job;

Where applicants are relatively equal in respect of the factors set out in (b) above, seniority shall govern.

In cases of transfers, appointments shall be made to the senior applicant able to meet the normal requirements of the job.

14.04 If no written applications are received by 4:30 p.m. on the fifth (5<sup>th</sup>) day of posting, or if none of the applicants have the required skills, ability, qualifications, experience, training and ability to relate to the participant group, the Employer may fill the new job or vacancy from outside the bargaining unit and the employer shall be free to assign the work as required until the posting process has been completed.

14.05 The parties agree that should a successful applicant prove unsatisfactory within thirty (30) calendar days following their appointment to the new position or if the employee is unwilling to perform the duties of the new position they shall be returned to their former position and former wage rate without loss of seniority within thirty (30) days.

- 14.06
- (a) Short periods of absenteeism of up to two (2) months duration need not be posted and shall be filled by employees who are scheduled less than forty (40) hours per week, on a rotating basis, in accordance with seniority.
  - (b) If an absence is anticipated to be over two (2) months duration such as arise because of extended illness or accident, pregnancy leave, WSIB, leaves of absence, shall be posted and filled in accordance with Article 14 of this Agreement. Such posting shall clearly state that this is a temporary position and any employee who is scheduled for such position shall be returned to their former position with the Employer upon completion of the period of absence.
  - (c) During the first fifteen (15) months of an absence for reasons other than layoff, an employee returning to work shall be entitled to return to their former position. An employee returning to work after an absence for

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reasons other than layoff, in excess of fifteen (15) months, shall be entitled to exercise their seniority rights in accordance with the Lay Off and Recall Procedures of this Agreement.

- 14.07 Appointment from within the bargaining unit shall be made within twenty (20) days of the original posting date.
- 14.08 (i) An employee may apply for a posted job as designated on the posting, setting out in detail their qualifications for the job.
- (ii) Upon the filling of a posted job, the Employer shall post the name and seniority date of the successful applicant and forward same to the Union Office.
- 14.09 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, for a period of not more than fifteen (15) months, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such employee returns to the bargaining unit within fifteen (15) months, they may exercise their seniority in accordance with Article (15).
- 14.10 In the Section 14, "days" shall not include Saturdays, Sundays and Paid Holidays.
- 14.11 When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the union of the rate.

If the union disagrees with the rate, they shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employers rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the union notice of the new rate.

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

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

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the union notice of the new rate.

- 14.12 The Employer shall draft job descriptions for each position in the bargaining unit and shall forward copies to the union. The job description shall become the official description unless the union presents written objection within thirty days of their receipt by the union.

ARTICLE 15 - LAYOFFS AND RECALLS

- 15.01 In the event that a reduction of the work force or a reduction in the hours of work is required, layoffs shall proceed in inversed order of seniority provided that the senior employees retained, possess the qualifications and ability to satisfactorily perform the remaining position.
- 15.02 In the event of a recall, employees shall be recalled in order of seniority, providing the employee has the qualifications and ability to satisfactorily perform the position.
- 15.03 Each employee shall keep the Employer informed of their current address and telephone number.
- (a) In the event of a permanent or long term layoff, the employer where possible, will inform the Union not less than twenty (20) working days prior to the date of the layoff. The employer agrees to meet with the Union to inform them of the reason for the layoff, the areas affected and the work involved. Notice for layoff shall be in accordance with the Employment Standards Act.
- 15.04 An employee so reduced or laid off shall be allowed to exercise their seniority to bump a position for which they are capable which is held by an employee with lesser seniority.
- Employees shall be recalled in order of their seniority to their original positions or to a position that they are capable of performing. Should there be no employee on layoff who is available and capable of performing the job involved, a job posting procedure will be initiated. In determining the ability of the employee to perform the work available, the employer shall not act in an arbitrary or unfair manner.
- 15.05 No new employee shall be hired until all full time and part time employees on layoff who are qualified to perform the work available have been given the opportunity to return to work and have failed to do so in accordance with the recall procedure set out above.
- 15.06 In order that the efficient operation of the Union will not be jeopardized when layoffs occur members of the local executive board and the Steward and Unit Officer shall be the last person laid off during their term of office, so long as work for which they are qualified is available.
- 15.07 Grievances concerning layoff due to a reduction in the workforce shall be initiated at Step 2 of the grievance procedure.

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## ARTICLE 16 - HOURS OF WORK

16.01 The following is intended to define the normal hours of work for the full-time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

Time off shall be arranged as far as possible so as to permit all employees to have an equal number of weekends off and days off each week.

16.02 The regular hours of work for all employees shall be up to eight (8) hours per day inclusive of ½ hour meal break or a maximum of forty (40) hours per week. All shifts shall be a minimum of three (3) hours.

There shall be one (1) fifteen (15) minute rest period with pay during each half of a shift for any staff working more than seven (7) hours, at times designated by the Employer. Employees shall be allowed to take their full fifteen (15) minutes uninterrupted except in cases of emergency.

16.03 No employee shall be scheduled to work more than seven (7) consecutive days in a row except upon their own request.

16.04 All scheduled shifts shall be posted at least four (4) full weeks in advance. Such schedules will show employee's regular days of work, together with regular assigned time off. Once the schedule has been posted, there will be no rearrangements of said schedule without forty-eight (48) hour notice, except in case of emergency or unless someone is returning after an illness.

16.05 No employee shall be required to work a split shift, unless mutually agreed upon.

16.06 An employee reporting for work on their regular shift when there is not work available in their normal capacity and for whom no alternative work is available for which they are qualified, shall be paid a minimum of three (3) hours at their regular rate of pay.

16.07 All new employees shall receive one (1) paid day shift and one (1) paid evening shift of orientation. During this orientation employees shall be an "extra" in addition to the regular number of employees.

Pay for such orientation shall be paid on the next pay period.

## ARTICLE 17 - OVERTIME

17.01 (a) Authorized work performed in excess of regular work hours on a daily or calendar week basis, will be counted as overtime work and will be paid for at the rate of time and one-half (1 1/2) the employee's regular rate of pay, or in choice of time in Lieu.

- (b) Overtime rate shall not apply to part time employees who work on their regular scheduled day off, except for hours worked in excess of the normal eight (8) hour shift, or in excess of forty (40) hours in any calendar week.

17.02 Opportunities for overtime work shall be distributed by the Employer on a rotating basis in accordance with seniority among the employees in a department who normally perform the work involved.

17.03 Employees shall not be required to lay off during regular hours to equalize any overtime worked. Neither overtime premiums nor credits for overtime shall be pyramided.

#### ARTICLE 18 - CALL IN PAY

18.01 An employee who is called in outside their standard hours, other than for scheduled overtime work, shall be paid either a minimum of three (3) hours at straight time rates, or at their applicable overtime rate for the time worked on the call-in, whichever is the greater.

#### ARTICLE 19 - SHIFT PREMIUM

19.01 Employees shall receive an additional compensation of forty cents (\$0.40) per hour for working on the afternoon and night shift.

- (a) Afternoon Shift shall be one in which the scheduled hours fall between 3p.m. and 11p.m.
- (b) Night Shift shall be one in which the scheduled hours fall between 11 p.m. and 7 a.m.
- (c) All employees shall receive a weekend premium of **thirty cents (\$0.30)** per hour. It is understood that the weekend premium is in addition to any shift premium. A weekend premium shall be which the majority of the hours fall between 2300 hours Friday night until 2300 hours Sunday night.

#### ARTICLE 20 - PAID HOLIDAYS

20.01 The employer will recognize the following paid holidays in accordance with the *Ontario Employment Standards Act 2000*.

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day – July 1 <sup>st</sup>	Civic Holiday *
Labour Day	Thanksgiving Day	Day for Truth and Reconciliation
Christmas Day	Boxing Day	

And any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

- 20.02 A full time employee who is required to work on the above paid Holidays, shall receive time and one-half for the time worked, in addition to a lieu day off with pay, or choice of being paid double time and one-half (2.5) provided that they worked their full scheduled shift immediately preceding and succeeding the paid Holiday, unless excused in writing by their supervisor or the administrator.

Full time employees shall be allowed to accumulate up to five (5) lieu days for use at a later time that is mutually agreeable. It is understood that the accumulation of stats will be used by December 15<sup>th</sup> of each year excluding Christmas Day stat and the Boxing Day stat. **Any unused banked lieu days shall be paid out on the last pay period in January.**

Full time employees shall, when submitting requests for lieu days and or float days, give the employer 4 weeks' notice, except in the case of emergency. The Employer will ensure that the employee is notified in writing the approval or denial of time off within 2 weeks of the requested time off.

A part time employee who is required to work on a paid holiday shall be paid double time and one-half for the time worked. Part time employees when submitting requests for float days shall give the employer 4 weeks' notice, except in the case of emergency. The Employer will ensure that the employee is notified in writing the approval or denial of time off within 2 weeks of the requested time off.

- 20.03 If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay in lieu thereof.

20.04 Float Day

The Employer agrees to grant employees two (2) floating days off with pay to be taken on a day mutually agreed upon between the Employer and the Employees.

Float days for regularly scheduled part-time and zero-hour part-time to be calculated as follows: Total number of hours worked in the previous 4 weeks, divided by 20.

20.05 Christmas and New Years Day

Employees may be assigned to work either on Christmas Day or New Years Day but not on both of these holidays, unless the employee wishes to do so. Employees shall be scheduled to work either Christmas Day or New Years Day on a rotating basis. Notwithstanding the above, in cases of dispute seniority shall rule.

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**ARTICLE 21 - VACATIONS**

21.01 Vacation entitlement will directly correspond to an Employee's years of service:

<u>Years of Service</u>	<u>Vacation</u>	<u>Vacation Pay</u>
Less than one year	1 day per month up to a maximum of 10	4%
After one (1) year but less than three (3) years	two (2) weeks	4%
After three (3) years but less than eight (8) years	three (3) weeks	6%
After eight (8) years but less than 13 years	Four (4) weeks	8%
After 13 years	Five (5) weeks	10%
After 18 years	Six (6) weeks	12%

All employees working less than a regular work week shall be entitled to receive the same number of vacation days proportionately as are set for comparable full-time categories.

21.02 Vacation pay for full or part time employees will be calculated at the appropriate percentage (indicated in Article 21.01) of gross annual earnings and shall be paid by separate cheque upon two weeks written notice prior to the employee's vacation.

21.03 Leaves of absence without pay in excess of thirty (30) calendar days will be excluded from the calculation of vacation entitlement for the vacation year in which the leave occurs except for Pregnancy/Parental leaves as specified in the *Employment Standards Act 2000*.

21.04 The immediate supervisor is responsible for scheduling and approving vacations. In doing so, the efficient operation of the unit must be maintained while trying, if possible, to meet the needs of the employees.

21.05 (a) An Employee entitled to vacation in excess of two (2) weeks may, with the approval of the Department Head, take their vacation at one time during the calendar year.

(b) Vacation Lists – January 1<sup>st</sup> to June 30<sup>th</sup>

For the vacation period from January 1<sup>st</sup> to June 30<sup>th</sup>, each department shall post a list by October 1<sup>st</sup> and the employee shall indicate by October 15<sup>th</sup> the vacation period they wish.

The Department Head shall post this list of the vacation periods by November 1<sup>st</sup>. After this date, the Department Head of the employee shall not alter that vacation periods unless by mutual consent.

The Department Head shall then set the vacation period taking into account the wishes of the employees on the basis of seniority, insofar as the Department Head considers consistent with the efficient functioning of the Department but consideration of seniority shall be related only to the first two (2) weeks of an employee's vacation.

(c) Vacation Lists – July 1<sup>st</sup> to December 31<sup>st</sup>

For the vacation period from July 1<sup>st</sup> to December 31<sup>st</sup>, each department shall post a list by February 1<sup>st</sup> and the employee shall indicate by February 15<sup>th</sup> the vacation period they wish.

The Department Head shall post this list of the vacation periods by March 15<sup>th</sup>. After this date, the Department Head of the employee shall not alter that vacation periods unless by mutual consent.

The Department Head shall then set the vacation period taking into account the wishes of the employees on the basis of seniority, insofar as the Department Head considers consistent with the efficient functioning of the Department but consideration of seniority shall be related only to the first two (2) weeks of an employee's vacation.

(d) Unused vacations may not be accumulated without prior approval in writing to the Administrator.

21.06 Where an employee qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits.

21.07 In the case of death, full accumulated vacation entitlement shall be paid in **to the estate of the employee.**

ARTICLE 22 - LEAVES OF ABSENCE

22.01 The Employer may grant leave of absence without pay; such requests for leave shall not be unreasonably denied. Request for such leave of absence shall be in writing and shall be submitted to their Supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Unless otherwise mutually agreed such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Except in cases of emergency where such notice is not possible, an employee shall provide one month's written notice of any such leave of absence.

22.02 Any employee who is elected or selected for a full time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year upon request during the term of office but not to exceed three (3) years. If the employee returns to the Bargaining Unit within one (1) year they shall be entitled to return to their former position. If the employee returns to the Bargaining Unit after one (1) year the employee is entitled to take a temporary position until such time as a vacancy occurs where they can apply their full length of service to the job posting.

22.03 Pregnancy Leave/ Parental Leave

Shall be in accordance with the *Employment Standards Act 2000* as amended from time to time.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01 When a death occurs in the employee's family, they shall be granted leave of absence with pay for attending the funeral and making necessary arrangements and for mourning. Family includes relationships arising from marriage or Common Law and includes "step" relations.

Five (5) Consecutive Days	Spouse, Child, Mother, Father, Brother, Sister, Mother-in-Law, Father-in-law, Grandchildren
Three (3) Consecutive Days	Grandparents, Brother-In-Law, Sister-In-Law, <b>Step-Mother/Father, Step-Child, Step-Sibling</b>
One (1) Day	Aunt, Uncle, Niece and Nephew

Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, to accommodate a future funeral/celebration of life date. It is understood that if the employee requests to divide the leave, this request must be made to the employee's manager, in writing, at the time of the first request.

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## ARTICLE 24 - SPECIAL LEAVE

### 24.01 Time off for Elections

Depending on the shift worked on polling day, an employee shall be allowed up to four (4) consecutive hours off to vote during polling hours in any federal, provincial or municipal election or referendum without reduction from normal daily pay.

### 24.02 Jury Leave

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

## ARTICLE 25 - SICK LEAVE PLAN

25.01 Sick Leave is available to prevent wage loss for absence due to illness and non-workplace injuries and may not be used for any other purpose. Full time employees shall be entitled up to twelve (12) days sick pay in each calendar year, Part time employees shall be entitled up to six (6) day sick pay in each calendar year.

An employee may be required to produce proof of illness or injury in the form of a medical certificate satisfactory to the employer, but such requirement shall not be unreasonably imposed. Such certificate shall be paid for by the Employer.

Up to **five (5)** unused sick days may be carried forward to the following year but sick leave entitlement shall not exceed **twenty (20)** days in any calendar year.

### 25.02 Workplace Safety and Insurance Board

All employees shall be covered by the Workers' Safety and Insurance Act.

25.03 The Employer shall provide the Union with a copy of the Employer's report of injury or disease (Form 7), when submitting same to the Workplace Safety Insurance Board (WSIB), in order to give the Union an opportunity to discuss with the Employer any errors or omissions which may exist. The Employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the Employer and the WSIB regarding an Employee's WSIB claim to both the Union and the Injured Worker.

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ARTICLE 26 - WELFARE PLAN

**26.01 Letter of July 1, 2024 or DOR – increase to 7%**

**January 1, 2025 – Increase to 7.5%**

**October 1, 2025 – Increase to 8%**

**June 30, 2026 – Increase to 8.5%**

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

**27.01 Pay Day**

The Employer shall pay salaries, wages, overtime and bonuses bi-weekly on Friday, except when a statutory Holiday falls on a Friday which is a pay day, then all employees will receive their pay on the Thursday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, bonuses, deductions and vacation entitlement.

Upon being notified by the employee and upon being verified by the Employer, the Employer shall issue a direct deposit to cover any shortages in an employee's pay cheque in excess of fifty (\$50) dollars within forty-eight (48) hours of being notified by the Employee.

**27.02 Uniform Allowance**

The Employer agrees to pay all employees with regularly scheduled hours a uniform allowance of **one hundred and twenty-five (\$125)** dollars in the pay period which includes December 15<sup>th</sup> of each year.

ARTICLE 28 – HEALTH AND SAFETY

**28.01 Respectful Workplace**

**The Employer and the Union recognize that their joint obligation to:**

- **Provide and maintain a safe and healthy workplace;**
- **Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;**
- **Comply with all duties and responsibilities under the Occupational Health and Safety Act as may be amended from time to time.**

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## 28.02 Worker Safety

While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee/ Health and Safety Representative(s) in developing and establishing effective measures and procedures for the Health and Safety of workers in order to increase the Health and safety standards in the workplace.

## 28.03 Joint Health and Safety Committee

- a) The Employer and Union agree to establish a Joint Health and Safety Committee. Union representatives to the Joint Health and Safety Committee shall be bargaining unit members selected by the Local Union.
- b) All incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence to employees including but not limited to, policy, and/or training recommendations, which will be forwarded to the Employer.
- c) The Employer agrees to cooperate in providing necessary information and management support to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with all accident reports, health and safety records and any other pertinent information in its possession. The Committee shall respect the confidentiality of the information.
- d) In workplace with fewer than twenty (20) employees, the union shall select at least one (1) bargaining unit member to act as Health and Safety Representative. The Health and Safety Representative shall have all the powers and responsibilities entitled to a Health and Safety Representative as stipulated under the Act.

In addition, a Health and Safety Representative shall have the power to:

- i. Identify situations that may be a source of danger or hazard to employees;
- ii. Make recommendations to the employer and the workers for the improvement of the health and safety of employees; and
- iii. Recommend to the employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures representing the health or safety of employees.

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- e) It is agreed that at least two (2) workers members of the Joint Health and Safety Committee will successfully complete certification training. Such training will be provided at the Employer's time and expense, and, will be considered as time worked with no loss of wages.
- f) A member of a committee is entitled to,
- i. one hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
  - ii. such time as is necessary to attend meetings of the committee; and
  - iii. such time as is necessary to carry out the member's duties.
- g) A member of a committee shall be deemed to be at work during the times described in 28.03 and the member's employer shall pay the member for those times at the member's regular or premium rate of pay as may be applicable.

#### 28.04 Definition of Violence

In this section, "violence" means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that individuals are at risk injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment. It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behavior that abuses, devalues or humiliates. It is understood that incidents of workplace violence, as defined in this section, can occur when working off-site and/or off duty.

#### 28.05 Notice

Where a worker is critically injured (As defined by the Occupational Health and Safety Act of Ontario Regulation 834), killed, or sustains lost time injury as a result of workplace harassment or violence, the Employer shall in addition to the duties prescribed by the Occupational Health and Safety Act of Ontario and Workplace Safety and Insurance Act shall within 48 hours notify in writing the members of the Joint Health and Safety Committee, or Health and Safety Representative where no committee exists, and Local Union and provide the parties with a copy of any and all information provided to the Ministry of Labour as directed by prescribed regulation under the OHS Act. In addition to the foregoing, all incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee.

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## **28.06 Hazard/Risk Assessment**

The Employer shall in consultation with the Joint Health and Safety Committee or Health and Safety Representative where no committee exists a member designated by the Local Union assess the hazards/risks of workplace violence and harassment that arise from the nature of the workplace, type of work or conditions of work. The parties must take into account the circumstances of the workplace and circumstances common to similar workplaces.

Results of the assessment shall be provided in writing to the Joint Health and Safety Committee, Health and Safety Representative where no committee exists, and Local Union. Results of the assessment shall be used in developing measures and procedures to control identified risks that are likely to expose a worker to physical or psychological injury/trauma. Assessment results shall also consider violence and harassment from all sources.

Further, if the employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the employer shall take every precaution reasonable in the circumstances for the protection of the worker.

Hazard/risk assessments must address the risks and conditions specific to the worker's workplace or site.

## **28.07 Reassessments**

The parties further agree to re-assess the hazards of violence and harassment as often as is necessary to protect workers. The parties agree that reassessments shall be conducted, but not limited, to the following situations:

- i. The workplace moves or the existing workplace is renovated or reconfigured.
- ii. There are significant changes in the conditions of work (e.g. change inclosing times).
- iii. There is new information on the risks of workplace violence and or harassment.
- iv. A violent incident indicates a risk related to the nature of the workplace, type of work, or conditions of work that was not identified during an earlier assessment.

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## **28.08 Provisions of Information**

**The Employer agrees to provide information, instruction, and supervision, related to a risk of workplace violence and harassment, about a person with a history of harassing or violent behaviour when:**

- i. The worker can be expected to encounter the person in the course of their work, and**
- ii. The risk of violence is likely to expose a worker to physical or psychological injury/trauma.**

**In particular, the employer shall:**

- iii. advise a worker of the existence of any potential or actual danger to the health or safety of the worker of which the supervisor is aware;**
- iv. provide a worker with written instructions as to the measures and procedures to be taken for protection of the worker; and**
- v. take every precaution reasonable in the circumstances for the protection of a worker.**

## **28.09 Training**

**The Employer in consultation with the Health and Safety Committee, Health and Safety Representative where no committee exists, and Local Union, will review any recommendations flowing from the committee or health and safety representative, and shall develop, establish and provide educational programs and all training the JHSC deems appropriate to protect workers. The Employer agrees to provide training and information on the prevention of violence and harassment to all employees who come into contact with potentially aggressive persons. This training will be required initially during the orientation period and updated on an annual basis for all employees. Training will be treated as time worked and employees will be paid for their rate as per the collective agreement.**

## **28.10 No Discrimination or Dismissal**

- a) The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee who is a victim of a violent incident arising while in the performance of their assigned work.**
- b) No employer or person acting on behalf of an employer shall:**
  - i. Dismiss or threaten to dismiss a worker;**

- ii. Discipline or suspend or threaten to discipline or suspend a worker;
- iii. Impose any penalty upon a worker; or
- iv. Intimidate or coerce a worker,

because the worker has acted in compliance with this Act or the regulations or an order made thereunder, has sought the enforcement of this Act or the regulations or has given evidence in a proceeding in respect of the enforcement of this Act or the regulations or in an inquest under the Coroner's Act.

#### **28.11 Disputes**

Grievances filed under this Article shall be filed at Step 2 of the grievance procedure.

#### **28.12 Alarms and Paging Systems**

The Employer agrees that where is an identified need for personal protection, the Employer shall provide alarms or paging systems that will be effective in summoning immediate aid. The Employer shall be responsible for the routine maintenance, repair, and periodic testing of the alarm or paging system. All employees shall receive training about the use and reasonable care of such systems.

#### **28.13 Persons with a History of Aggressive Behaviour**

The Employer agrees that any person with a history of aggressive behaviour will be assessed for the risk to worker health and safety. Once the risk assessments have been done, the appropriate control measures and procedure will be developed, implemented, and reviewed in consultation with JHSC or Health and Safety Representative, if any. The risks and the control measures will be shared with any worker who may come into contact with that person. Appropriate control measures shall be implemented based on the circumstances involved.

**28.14** An Employee who is injured during work hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without reduction from sick leave, unless a Doctor states that the employee is fit for further work on that shift.

**28.15** Transportation to the nearest Physician or hospital for Employees requiring medical care as a result of an accident shall be at the expense of the Employer.

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ARTICLE 29 - BULLETIN BOARDS

29.01 The Employer agrees to the posting of Union notices on bulletin boards provided for Bargaining Unit employees. Such notices shall relate to appointments, meetings, elections and conventions of the Union and the Union social and recreational affairs. All such notices shall be submitted to the Administrator or his representative who shall arrange for their prompt posting.

ARTICLE 30 - NOTICES

30.01 Each employee shall keep the Employer informed of his current address and telephone number.

30.02 All communications between the parties shall be addressed to:

- (a) Administrator  
Shorthills Retirement Villa  
1532 Pelham St. N., Fonthill, ON L0S 1E0
- (b) CUPE Local 1263  
500 Major Street, R.R. #1, Welland, ON L3B 6J2
- (c) National Representative of C.U.P.E.  
Two Westport Centre  
110A Hanover Drive, Suite 101, St. Catharines, ON L2W 1A4

ARTICLE 31 - RETROACTIVITY

31.01 All Employees currently employed shall receive retroactivity by separate cheque within sixty (60) days of notification to the Employer of ratification.

ARTICLE 32 – COPIES OF AGREEMENT

32.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason the Union shall print sufficient copies of the Agreement in a Union Shop within thirty (30) days of signing. The Employer will split the cost of reproducing no more than one hundred (100) copies of the Collective Agreement.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This agreement shall be binding and remain in effect for a period from **July 1, 2023 to June 30, 2026**, and, shall continue from year to year thereafter unless either party gives to the other party notice in writing in the ninety day period prior to June 30 in any year that it desires its termination and amendment.

Dated electronically this 21<sup>st</sup> day of October 2024.

FOR SHORTHILLS RETIREMENT VILLA

FOR CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

  
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*Walter Pichon*  
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*Linda D'Addario*  
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Linda D'Addario 2024 10 21 15:10:11

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[Signature] 2024 10 21 15:10:11

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*Janice M. Polking*  
\_\_\_\_\_  
Janice M. Polking 2024 10 21 15:10:11

SCHEDULE "A" - WAGE RATES AND CLASSIFICATIONS

CLASSIFICATION	CURRENT	1 JAN 24 3.5%	1 JULY 24 3.5%	1 JAN 25	1 JULY 25 3.5%	30 JUNE 26
UCP						
Start	19.74	20.43	21.15	21.30	22.05	22.10
After Probation	20.13	20.84	21.57	21.72	22.48	22.53
PSW						
Start	17.87	18.50	19.15	19.30	19.98	20.03
After Probation	18.08	18.71	19.36	19.51	20.19	20.24
Housekeeping						
Start	16.55	17.13	17.73	17.83	18.45	18.55
After Probation	16.55	17.13	17.98	18.08	18.71	18.81
Dietary						
Start	16.55	17.13	17.73	17.83	18.45	18.55
After Probation	16.55	17.13	17.98	18.08	18.71	18.81
Cook						
Start	17.35	17.96	18.59	18.74	19.40	19.45
After Probation	17.76	18.38	19.02	19.17	19.84	19.89
RPN						
Start	22.99	23.79	24.62	24.77	25.64	25.69
After Probation	23.72	24.55	25.41	25.51	25.56	26.50

LETTER OF UNDERSTANDING

Between

Shorthills Retirement Villa

And:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

RE: MODIFIED WORK POLICY

The Parties agrees to develop a Modified Work Policy.

Signed this 21<sup>st</sup> day of October 2024.

SHORTHILLS RETIREMENT VILLA

FOR CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

\_\_\_\_\_

Cathy Ferson  
Cathy Ferson Oct 21 2024

\_\_\_\_\_

Linda D'Adario  
Linda D'Adario Oct 21 2024

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[Signature]  
[Signature] Oct 21 2024

\_\_\_\_\_

Jessie H. Johnson  
Jessie H. Johnson Oct 21 2024

LETTER OF UNDERSTANDING

Between

Shorthills Retirement Villa

And:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263

Where the Employer's Financial Institution allows, the Employer shall pay salaries, wages, overtime and bonuses bi-weekly through Direct Deposit.

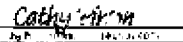
The Employer agrees to meet with the Union 90 days of ratification to discuss pay statements and specifically if able, the Employer will add a Year to Date column to the pay statement.

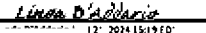
Signed this 21<sup>st</sup> day of October 2024.

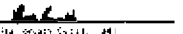
SHORTHILLS RETIREMENT VILLA

FOR CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1263



  
Cathy Wilson  
10/21/2024 15:19:00

  
Linda D'Addario  
10/21/2024 15:19:00

  
10/21/2024 15:19:00

  
Dennis  
10/21/2024 15:19:00