

COLLECTIVE AGREEMENT

between

**SOUTHBRIDGE CARE HOMES
OPERATING AS PINewood COURT**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2179**



January 1, 2022 - December 31, 2023

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PREAMBLE

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of fairly and peacefully adjusting any disputes which may arise between the Employer and its employee and to recognize the value of joint discussion.

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Pinewood Court, in the City of Thunder Bay in the District of Thunder Bay, save and except the Executive Secretary, professional medical staff, registered nursing staff, unregistered nurses, graduate dietitians, student dietitians, technical personnel, Supervisors and persons above the rank of Supervisor, and students employed during the school vacation period or on cooperative work-study program.

No employee shall be required to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

ARTICLE 2 - DEFINITIONS

2.01 "Employee" shall include only such persons coming within the scope of the bargaining unit in Article 1 who have completed their probationary period.

2.02 A "full-time employee" is defined as an employee who has successfully completed her/his probationary period, who works seventy-five (75) hours averaged over a two (2) week period and whose length of appointments is indefinite.

2.03 "Registered Practical Nurse" is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Registered Health Professionals Act 1991 and any amendment thereto. A Registered Practical Nurse is required to present a current registration certificate to the Director of Care of the Home by February 15th of each year. Failure to comply will result in her/his removal to the status and salary of a Non-Registered Practical Nurse.

2.04 "Tour" is synonymous with the word "shift".

- 2.05** “Steward” is an employee elected (or appointed to fill a vacancy temporarily) by the Union members and duly accredited in writing to represent an employee or employees in presenting a grievance to the Employer.
- 2.06** For the purposes of interpretation of this Agreement wherever the singular or feminine gender is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the Agreement so requires.
- 2.07** “Part-time employees” is defined as an employee who has made a commitment to work on a regular basis according to a pre-determined schedule of less than seventy-five (75) hours averaged over a two (2) week period and whose length of appointment is indefinite and who has completed the probationary period.
- 2.08** 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 him or her, however, it is understood that a casual part-time employee cannot unreasonably or consistently refuse to work shifts.
- “Casual part-time employee” is defined as an employee who works on an “as-needed” basis, whose employment is irregular and may vary in length from day to day and week to week, and who has completed the probationary period.
- Casual part-time employees will be called in accordance with staff call-in procedure. Notwithstanding the above, casual part-time employees can apply for any posted position and the provisions of Article 7 will apply.
- Casual part-time employees will provide their availability to their supervisor, Nursing Secretary, or designate, no later than four (4) weeks before the posting of the next four (4) week schedule which is posted one (1) week prior to commencement. Each of them must provide at least ten (10) days of availability per schedule, which includes two (2) weekends.
- A casual part-time employee must be available to work one of either Christmas Day and Boxing Day or New Year’s Eve and New Year’s Day annually. It is further understood that casual part-time employees are hired to replace both full-time and part-time workers when absent or on vacation or illness.

A casual part-time employee who does not work three (3) shifts per posted schedule, which includes one (1) weekend, when offered the work based upon such employee's availability or who does not submit availability may be terminated. The Employer will follow the call-in procedure in Article 12.03 of the Collective Agreement.

ARTICLE 3 - RELATIONSHIP

3.01 Discrimination/Harassment

The Employer and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representative, with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability, save and except those limitations set out in the Legislation of the Province of Ontario.

The Employer and the Union are committed to providing a positive environment for employees. All employees have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment as provided herein.

The parties agree to abide by the Ontario Human Rights Code.

The Employer and the Union each agree not to interfere with, restrain, coerce or discrimination against employee with respect to non-Union membership or Union membership or participation in lawful Union activities.

3.02 Prohibition of Union Activities

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in Union activities on Employer time or on Employer property except as authorized by this Agreement.

3.03 Deduction of Union Dues

As a condition of employment, the Employer shall deduct from every employee an amount equivalent to regular monthly Union dues, commencing with the first pay period in the first month of employment.

3.04 The Employer shall remit the above-mentioned deductions to the Union accompanied by a list of the names of all employees from whose wages

the deductions have been made and the names of any newly hired employees. Such remittance shall be made no later than the fifteenth (15th) day of the month following the month in which such deductions were made. The Union shall save the Employer harmless with respect to all dues or the equivalent thereof so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deduction. The Employer will indicate on the T4 slips issued to each employee the total amount of Union dues or their equivalent deducted during the previous year.

3.05 Interview of New Employees

The Employer agrees to allow a Steward to attend orientation to acquaint new employees with the Collective Agreement in effect within four (4) weeks of commencing employment. A new employee will have the opportunity to meet with the Union Steward or representative for a period of up to fifteen (15) minutes within regular working hours, or during orientation without loss of pay. The Union Steward or representative will provide the new employee with a copy of the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Home as part of the orientation program.

3.06 Correspondence

Correspondence between the parties shall pass to the Recording Secretary of the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The right to hire, retire, promote, classify, layoff, recall, demote, transfer, discharge or discipline for just cause, to maintain order, and efficiency and to establish and enforce rules and regulations governing the conduct of the employees is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement.

ARTICLE 5 - HEALTH AND WELFARE PROGRAMS

5.01 The Employer will contribute for regular full-time employees who have completed their probationary period and for those positions that average more than 22.5 hours per week as follows (subject to the eligibility requirements of each plan):

(a) **Life Insurance – Group Life**

The Employer shall pay 100% of the premium for Life Insurance.

- 1) Life Insurance two times (2x) annual salary
- 2) A.D. & D of \$25,000.00

All in accordance with the provisions of the Plan.

(b) **Drug Plan**

The Employer shall pay 100% of the premium for an Extended Health Care Plan 10/20 deductible, with eye care rider of \$300.00 (Effective May 1, 2024) inclusive of eye examination. Generic drug substitution to be used unless otherwise prescribed by the employee's doctor.

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.

(c) **Dental Plan**

Green Shield Dental Plan or equivalent comparable to Blue Cross #9 with current O.D.A. schedules, with the Employer paying 75% of premium. Effective November 14, 2013 recall for dental check-ups 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.

(d) **Out of Country Medical Insurance**

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

5.02 Pension Plan

(a) Each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

(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 employees" 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 Industry 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.

5.03 Payment in Lieu of Benefits

Part-time and casual part-time employees, in addition to their hourly rate shall receive eleven percent (11%) per hour worked in lieu of all fringe benefits (including pregnancy/parental leave top up benefit and all health and welfare benefits) under this Agreement (being those benefits to an employee paid for in whole or in part by the Employer as part of direct compensation or otherwise) save and except statutory holiday pay which shall be in accordance with the Employment Standards Act and vacation pay shall be in accordance with Article 17, said premium shall not form part of the regular hourly rate.

5.04 Change of Carrier

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.

5.05 Medical Certificates

If the Employer requires a medical examination and/or sick leave certificate in accordance with past practice of the Collective Agreement and the physician charges the employee for such certificate, outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician for such medical examination and/or sick leave certificate. In such circumstances, the Employer shall pay for any medical fees beyond OHIP in relation thereof.

ARTICLE 6 - STEWARDS AND UNION COMMITTEE

6.01 Union Committee

The Employer will recognize a Union Committee consisting of three (3) Stewards preferably from different departments of the Home. Such Stewards shall be elected by members of the Union and each Steward representative shall be an employee of Pinewood Court who has completed her/his probationary period and has acquired seniority status. One of the Stewards shall be elected by the said employees as the Chief Steward who may be the principal spokesman for the said Union Committee. If a vacancy occurs in the position of Steward, the Union may appoint an employee eligible for election to hold the office of Steward until the next succeeding election of Stewards.

6.02 The Employer will deal with the said Union Committee with respect to differences between the Union and the Employer and grievances of an employee(s) which may properly arise hereunder from time to time during the term of this Agreement. At any meeting between the Committee and the Employer, the Committee may be accompanied by a duly accredited representative for the Union. The Employer may also have the assistance of a consultant at the meeting.

6.03 Union Officers and Stewards

The Union will inform the Employer in writing of the names of its Officers and Stewards, WSIB/Return to Work Representative from time to time and the Employer will not be required to recognize the Officers or Stewards until it has been notified in writing by the Union of the names of the employees elected.

6.04 Permission to Leave Work

The Union acknowledges that the Steward and members of the Committee will continue to perform their regular duties of the Employer, and that such persons will not leave their regular duties without first obtaining permission from their Supervisor and on resuming regular duties they will report to their respective Supervisors. In accordance with this understanding, such employees will be compensated by the Employer to the extent of 100% of their regular rate of pay for such time spent in dealing with grievances of employees under the Grievance Procedure up to and including Step 3. Compensation will not be allowed for time spent outside of the employees' regular working hours.

6.05 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.

6.06 Negotiation Pay

The Employer shall recognize a Negotiating Committee including not more than three (3) bargaining unit employees who will be paid for time lost from their regular duties due to negotiations including conciliation with the Employer. 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.

6.07 Grievor Pay

The Employer will compensate a grievor at her/his regular rate of pay for time spent during regular working hours, in order that such grievor may be present at any step in the grievance procedure.

ARTICLE 7 - SENIORITY

7.01 Probationary Period

Persons hired by the Employer for full-time positions shall be on probation until they have completed three (3) months of continuous service with the Employer. Persons hired by the Employer for part-time and casual part-time positions shall be on probation until they have completed 487.5 hours of continuous service with the Employer. Effective October 15, 2013, the probationary period for all employees shall be 450 hours worked from the date of hire.

The employment of probationary employees may be terminated at any time during the probationary period (without recourse to the grievance procedure). After completion of the probationary period, seniority shall be effective from the first tour worked in her/his last continuous employment with the Employer. The Employer may with the consent of the employee and the Union extend such probationary period.

7.02 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification of the Union.

Full-time employees will accumulate seniority on the basis of service in the bargaining unit from the last date of hire, except as otherwise provided herein. Part-time employees including casual part-time employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein. In no case shall a part-time employee accumulate more than 1725 hours of seniority in one (1) year. Seniority will operate on a bargaining unit wide basis.

7.03 Seniority Lists

The Employer agrees to post an updated seniority list on April 1st and October 1st of each year and provide the Union with a copy of the seniority list. The list shall include all full-time, part-time and casual part-time employees, in the case of part-time and casual part-time employees, their seniority shall be expressed in hours as per Section 7.02 above.

An employee or the Union shall have thirty (30) days, from the date of posting, to challenge the seniority list with respect to her/his or an employee's seniority. If not challenged, the seniority of each employee shall be deemed to be correct.

7.04 Termination of Service

An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- (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 she is scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of layoff; or
- (e) if 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 part-time position) to signify her intention to return within seven (7) calendar days after she has 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 she has received the notice of recall or such further period of time as may be agreed by the parties.
- (h) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she 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 her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

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

- (j) It is understood that a casual part-time employee will be deemed terminated if;
 - i) The employee has been contacted for work seven (7) times per calendar year and does not make herself/himself available for work each of the seven (7) times or;
 - (ii) The employee has been contacted by the Employer, but has refused work for a period of three (3) continuous months, without notification or for reason indicated to the Employer.

7.05 Termination

Every employee shall give at least two (2) weeks' written notice of termination of her/his employment.

The Employer shall provide a minimum notice of termination as per the Employment Standards Act, but shall whenever possible, providing at least one (1) month's notice of termination of employment except in cases of dismissal for cause or of termination during probationary period, provided however, that the employment of an employee may be terminated forthwith where the Employer gives the employee notice in writing to that effect and pays the employee an amount equal to the wages to which the employee would have been entitled for work that would have been performed by her/him at the regular rate for a normal non-overtime work week for the period of notice set out above.

7.06 Notices

Written notice of termination provided to an employee under this Agreement may be given personally or by prepaid, registered mail addressed to the employee at her/his last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the person or postal authorities.

7.07 Employees Who Are Disabled Or Beyond Normal Retirement Age

The Employer may engage or retain in employment any employee who has become disabled or who has passed the normal age of retirement of sixty-five (65) years at an occupation and at a salary which takes into consideration the ability and physical condition of the employee for a period of six (6) months, which can be extended at the mutual agreement of the Employer and employee to whom the provisions of this Agreement will apply, subject to the provisions of Benefit Plans in effect at the time.

7.08 Transfer and Seniority Outside the Bargaining Unit

No employee shall be promoted or transferred to a position outside the bargaining unit without her/his consent. If an employee is promoted or transferred to a position outside of the bargaining unit (s)he shall retain her/his seniority acquired at the date of leaving the unit for a period of not more than one (1) year. After completion of the employee's probationary period for the position such an employee may only return to the bargaining unit through the posting procedure. Such return shall be discussed between the Union and the Employer.

7.09 Temporary Transfer

- (a) Any employee may be transferred from one classification to another classification carrying a rate in a higher range for a period or periods not exceeding one (1) full hour without changing her/his rate of pay.

In the event an employee is transferred from one classification to another classification carrying a rate in a higher range for a period exceeding one (1) full hour, (s)he shall receive the rate of pay of the higher rated classification only for the period of time (s)he is assigned to the higher rated classification.

- (b) No employee will be temporarily assigned outside the bargaining unit without her/his consent. Where the Employer assigns an employee to replace a Supervisor for a period in excess of one-half (½) shift, the employee will be compensated at a rate of \$7.50 per shift.

When the assignment of temporary transfer will exceed six (6) continuous weeks the employee will receive the first level salary of that position above his current rate of pay for all continuous time spent in the position past the six (6) week period.

An employee so assigned will retain her/his seniority and continue to accrue seniority while assigned up to a period of six (6) months, provided the employee is returned to a position within the bargaining unit. Such temporary assignment may be extended by mutual consent of the Employer and the Union.

The employee taking a temporary position outside the bargaining unit will be returned to her/his former position and her/his regular rate of pay if the employee returns to the bargaining unit.

7.10 Transference of Seniority

An employee who transferred from a full-time position to a part-time position within the bargaining unit or vice-versa shall transfer her/his seniority as follows:

- (a) An employee whose status is changed from part-time or casual part-time to full-time shall transfer her/his seniority to the full-time position based on 1725 hours of part-time or casual part-time service equal to one year of full-time service. A part-time employee shall not accrue more than 1725 hours in a year.

- (b) An employee whose status is changed from full-time to part-time or casual part-time shall transfer her/his full seniority to the part-time or casual part-time position based on years of service.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

8.01 Definition

For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

- 8.02** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of her/his Steward. In the case of suspension or discharge the Home shall notify the employee of this right in advance.

8.03 Presence of Grievor at Meetings

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 her/his immediate Supervisor the opportunity of adjusting her/his complaint. Such complaint shall be discussed with her/his immediate Supervisor within the seven (7) calendar days after the circumstances giving rise to it having 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 her/his immediate Supervisor's decision in the following manner and sequence:

Step No. 1

The grievance may be submitted in writing to the Executive Director or her/his designee. A meeting will then be held between the Executive Director or her/his designate and the grievor and the Shop Steward within seven (7) calendar days of the submission of the grievance at Step No. 1 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees may be present at the meeting. It is further understood that the Executive Director or her/his designee may have such counsel and assistance as (s)he may desire at such meeting. The decision of the Home shall be delivered in writing within seven (7) calendar days following the date of such meeting.

8.04 A complaint or grievance arising directly between the Home and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 1 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could herself/himself institute and the regular grievance procedure shall not be thereby bypassed.

8.05 Group Grievances

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Executive Director or her/his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance having occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 9 - ARBITRATION PROCEDURES

9.01 Discharge

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his/her probationary period that (s)he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Home at Step No. 1 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Home's action is dismissing the employee, or,
- (b) reinstating the employee with or without full compensation for the time lost; or,
- (c) by any other arrangement which may be deemed just and equitable. Wherever the Home deems it necessary to suspend or discharge an employee, the Home shall notify the Union of such suspension or discharge in writing. The Home agrees that it will not suspend discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

- 9.02** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 1 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 1, it will be deemed to have been received within the time limits.
- 9.03** All agreements reached under the grievance procedure between the representatives of the Home and the representatives of the Union will be final and binding upon the Home and the Union and the employees.
- 9.04** When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement. The parties shall attempt to select by agreement a sole Arbitrator. If they are unable to agree upon such Arbitrator within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.
- 9.05** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.06** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.07** The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.08** The Arbitration proceedings will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.09** Each of the parties hereto will share equally the fees and expenses, if any, of the Arbitrator.
- 9.10** The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section

49(6) The Labour Relations Act. Extensions to the time limits shall not be unreasonably denied.

9.11 Wherever Arbitrator is referred to in this Agreement, the parties may mutually agree in writing to substitute an Arbitration Board for the Arbitrator at the time of reference to arbitration and the other provisions referring to Arbitrator shall apply.

ARTICLE 10 - RESTRICTION ON CONTRACTING OUT

10.01 The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees follows.

ARTICLE 11 - POSTING AND STAFF CHANGES

11.01 Posting of Vacancies

Prior to filling any vacancies in positions covered by this Agreement, the Employer shall post notice of the vacancy on all bulletin boards for a minimum of seven (7) calendar days in order that interested employees will be able to make written application thereof. Where the Employer intends to postpone or not fill the vacancy it will notify the Union, otherwise it shall post the vacancy within seven (7) calendar days. Such notice shall contain the following information:

- nature of the position;
- required knowledge and education;
- ability and skills; and
- shift and wage and salary rate or range.

No external advertising shall be made until after the posting procedure has been completed. All employees covered by this Agreement may bid on job vacancies.

11.02 Temporary vacancies known to exceed four (4) weeks shall be posted. Applications for part-time temporary vacancies will be accepted from part-time or casual part-time employees only. Applications for temporary full-time vacancies will be accepted from any employee. Part-time and casual part-time employees retain their part-time and casual part-time status while working in temporary positions and continue to receive payment in lieu of benefits.

11.03 Upon completion of the temporary vacancy the employee shall return to her/his regular position. An employee in a temporary vacancy will be limited to applying only for other temporary vacancies that alter their status or that are paid at a higher rate of pay.

In the event a temporary vacancy ends sooner than expected, the returning employee will be scheduled, as will the displaced employees, at the beginning of the next posted schedule.

A vacancy created by the movement of an employee to a temporary vacancy will be offered to the unsuccessful candidates for the temporary vacancy in order of seniority.

Temporary vacancies shall not exceed twelve (12) months or eighteen (18) months in cases of extended parental leave, and shall be reposted unless an extension has been agreed to by the parties.

Awarding of such temporary vacancies will be in accordance with Article 11.02 and 11.04.

11.04 Seniority Factors

Both parties recognize:

- (a) the principle of promotion within the service of the Employer.
- (b) Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority who also has the required qualifications, except where job training can be provided and completed within a three (3) week period. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.
- (c) Upon notification by the Employer in writing employees must accept or reject positions within forty-eight (48) hours of the offer, unless there are extenuating circumstances.

11.05 Trial Period

If an employee who is promoted or transferred to a different classification as a result of job posting has not, in the opinion of the Employer, met the requirements of that job or if the employee finds herself/himself unable to perform the requirements of the new job, at any time within twenty (20) days from the date of the promotion or transfer, the employee shall be returned by the Employer to her/his former position and schedule and former rate of pay subject to the other provisions relating to seniority, layoff and recall. Furthermore, those employees who have been

promoted or transferred because of the aforesaid rearrangement of job shall be returned to their former job and former rate of pay without loss of interruption of seniority and, subject to the other provisions relating to the seniority, layoff and recall. Until the applicant has successfully completed her/his trial period her/his former position may be filled by temporary employee.

ARTICLE 12 - HOURS OF WORK AND WORKING CONDITIONS

12.01 Work Week

Normal working hours for a full-time employee shall be seven and one-half (7½) hours per day and seventy-five (75) hours for every two-week period, being an average of thirty-seven and one-half (37½) hours per week excluding a one-half hour unpaid lunch and two (2) fifteen (15) minute paid rest periods per full tour.

12.02 Established shift schedules will not change without prior notification and discussion with the employees involved.

12.03 Distribution of Extra Hours

Call-In Procedure – Extra Shift Distribution

The parties agree to a consistent call-in process, the process will be outlined and adhered to as follows; and

Subject to Article 11.03 extra hours to cover unscheduled or absences shall be offered in the following seniority order.

1. Nursing

- (a) Extra hours in nursing classifications (i.e. either RPN or PSW) will be offered to part-time nursing employees in the affected nursing classification on a seniority basis up to seventy-five (75) hours bi-weekly.
- (b) Any extra hours remaining, after being offered to part-time nursing employees within the affected classification as to (a) above, will then be offered to casual part-time nursing employees in the affected classification on a seniority basis up to seventy-five (75) hours bi-weekly
- (c) Any extra hours remaining after (a) and (b) above will be offered to qualified part-time employees in other classifications by seniority up to seventy-five (75) hours bi-weekly providing the employee has been approved by the Employer to pick up extra shifts in other nursing classifications.

(d) Any extra hours remaining, after (a), (b) and (c) above will then be offered to qualified casual part-time employees, in other classifications by seniority up to seventy-five (75) hours bi-weekly providing the employee has been approved by the Employer to pick up extra shifts in other nursing classifications.

2. Laundry
3. Housekeeping
4. Dietary
5. Maintenance
6. Recreation

The departments listed in 2 – 6 above are recognized as individual departments within the bargaining unit.

- a) Extra hours in classifications noted in departments 2 – 6 will be offered to part-time employees in the affected classification on a seniority basis up to seventy-five (75) hours bi-weekly.
- b) Any extra hours remaining after (a) above will then be offered to qualified part-time employees in other classifications on a seniority basis up to seventy-five (75) hours bi-weekly, providing the employee has been approved by the Employer to pick up extra shifts in other classifications.
- c) Any extra hours remaining, after being offered to part-time employees within the affected classifications as to (a) and (b) above, will then be offered to casual part-time employees in the affected classifications on a seniority basis up to seventy-five (75) hours bi-weekly.
- d) Any extra hours remaining, after (a), (b) and (c) above will then be offered to casual part-time employees in other classifications on a seniority basis up to seventy-five (75) hours bi-weekly, providing the employee has been approved by the Employer to pick up extra shifts in other classifications.

Overtime

- a) Laundry, Housekeeping, Dietary and Recreation: overtime will be offered on a seniority basis in the same sequence as above, first to full-time, then part-time, then casual part-time employees.
- b) Nursing: overtime will be offered by seniority within the affected classification only, first to full-time, then part-time, then casual part-time employees.

- c) The Employer has the right to offer overtime so as to incur the least amount of expense and such shall not be a violation of this Agreement.

Call-In Process

- a) Shift shall be offered, as per the above process either in person or by the telephone number submitted on file by the employee.
- b) The person designated by the Employer to offer call-ins shall keep either an electronic or written record of all offers made, including the time of the call and response.
- c) Should the extra hours require filling within forty-eight (48) hours the Employer shall continue calling to replace the shift until such time as it is filled. If the extra hours are required later than forty-eight (48) hours, the Employer shall allow reasonable time for an employee to respond.
- d) Should the shifts offered be given out in the wrong identified process as outlined above, the parties will discuss a solution; should the parties not be able to resolve the matter it may be subject to a grievance.

12.04 **Unscheduled Call-In**

An employee who reports to work on an unscheduled call-in, shall receive a minimum of four (4) hours' pay at regular straight time hourly rate.

12.05 **Premium Pay**

Time worked (if requested and authorized by the Employer) in excess of seven and one-half (7½) hours per day or seventy-five (75) hours per bi-weekly pay period will be counted as overtime work.

Extra hours of work that would result in an employee working more than seven and one-half (7.5) hours in one (1) day or seventy-five (75) hours in a bi-weekly period will be offered to the next senior employee that would be able to work without incurring overtime rates.

12.06 Overtime shall be paid at the rate of one and a half (1½) times the straight time day four hourly rate.

Recreation and activity workers may elect to take overtime as time off upon the approval of the Employer.

12.07 Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall be same hours worked

be counted as part of the normal work week and also as hours for which the overtime premium is paid.

12.08 Shift Premium – evening/night/weekend

The shift premium shall be as follows:

Employees will receive a shift premium of thirty cents (\$0.30) per hour for every hour of the shift where the majority of hours worked are after 3:00 p.m. and before 11:00 p.m.

Employees will receive a shift premium of forty cents (\$0.40) per hour for every hour of the shift where the majority of hours worked are after 11:00 p.m. and before 7:00 a.m.

Employees shall be paid a weekend premium of an additional thirty-five cents (\$0.35) and effective the first weekend after ratification forty cents (\$0.40) per hour for all hours worked between Friday at 23:00 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to the regular Shift Premium.

12.09 When an employee has completed a seven and one-half (7½) hour shift and is scheduled or called in to work a second shift with seven and one-half (7 ½) or less before commencement of the second shift, the second shift will be paid at time and one-half the employee's regular rate.

12.10 Reporting Pay

An employee who reports for work on her/his scheduled shift and is sent off duty with instructions to report on a later shift shall receive pay at straight time for the hours worked on the regular shift or four (4) hours straight time whichever is greater.

12.11 An employee required to work more than three (3) hours overtime in one (1) day shall be entitled to a meal allowance of five dollars (\$5.00) or a meal.

12.15 Extra hours of work that would result in an employee working more than seven and one-half (7.5) hours in one (1) day or seventy-five (75) hours in a bi-weekly period will be offered to the next senior employee that would be able to work without incurring overtime rates.

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 Role of Seniority in Layoffs

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

13.03 Advance Notice of Layoff

In the event of a proposed layoff at the Home of a permanent or long-term nature, the Employer will:

- (a) Provide the Local Union with as much advance notice of the layoff as is reasonably possible;
- (b) Meet with the Local Union through the Labour Management Committee to review the reasons causing layoff and the method of implementation of the layoff; and
- (c) Discuss any possible means of minimizing the staff impact.

13.04 In the event of a layoff of a permanent or long-term nature the Home will provide an affected employee and the Union 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 employee effective from the date of the award as follows:

- If for services greater than nine (9) years – 9 week's notice;
- If for services greater than ten (10) years – 10 weeks' notice;
- If for services greater than eleven (11) years – 11 weeks' notice;
- If for services greater than twelve (12) years – 12 weeks' notice.

- 13.05** No full-time employee within the bargaining unit shall be laid off by reason of her/his duties being assigned to two or more part-time employees.
- 13.06** In the event of a layoff of a full-time employee, the Employer shall pay its share of the insured benefit premiums for the duration of the entitled notice period provided for in Article 9.04, provided the employee pays their share (if applicable).
- 13.07** Laid off employees shall retain seniority, service and recall rights for twenty-four (24) months from the last date of layoff.
- 13.08** An employee in receipt of notice of layoff may;
- (a) Accept the layoff; or
 - (b) Displace another employee who has lesser bargaining unit seniority if the employee originally subject to layoff is qualified to meet the normal requirements of the job or qualifications as required by law. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of layoff.
- An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.
- 13.09**
- (a) An employee shall have the opportunity of recall from a layoff to an available opening in order of seniority provided he or she is qualified and able to perform the work, before such opening is filled on a regular basis under the job posting procedure. The posting procedure shall not apply until the recall process has been completed.
 - (b) In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in any arbitrary or unfair manner.
 - (c) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
 - (d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. 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 and the rate of pay. The employee is solely responsible for his or her proper address being on record with the Employer.
- (f) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

ARTICLE 14 - PAYMENT OF WAGES AND ALLOWANCES

14.01 The wage rates in effect for the duration of this Collective Agreement shall be set forth in Schedule "A" attached to and forming part of this Collective Agreement.

14.02 Whenever employee bring their own lunch, a dining room and locker facilities shall be provided for their convenience when they are available.

14.03 Pay Days

All employees will be paid on a bi-weekly basis. All payments shall be made by direct deposit to the institution of the employee's choice. Cheque stubs will be available on the normal pay day, however in the case of a digital pay system the Employer will provide employees with confidential access to their pay stubs and access to a printer.

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.

Provided that the Employer makes an error and if an employee is underpaid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

14.04 No Pyramiding

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

14.05 Retroactive pay, vacation pay, or any other special payment shall be detailed separately from regular pay.

14.06 Uniforms

When a full-time employee is required by the Employer to wear a uniform, the Employer will reimburse such an employee on the purchase of uniforms and/or shoes (approved by the Employer as to style and colour coordination) to a maximum of one hundred and twenty-five (\$125.00) dollars.

Recreationist, Rehabilitation Aide, and Recreationist/Volunteer Liaison will get their uniform allowance on money they spend for clothes and shoes for work up to a maximum of one hundred twenty-five (\$125.00) dollars.

Part-time and casual part-time employees will be compensate on a prorated basis of the full-time entitlement annually.

14.07 Training

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

ARTICLE 15 - CLASSIFICATIONS AND RECLASSIFICATIONS

15.01 Changes in Classification

When a new classification (which is covered by the terms of this Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new

occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that the notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in 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 Employer 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 Employer agrees to meet with the Union if requested to permit the Union to make representative 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 the 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 changes 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 Employer.

Notwithstanding the above, the Employer and the Union agree that substantial changes in the job content of an existing classification that do not necessarily cause such classification to become a new classification shall be the subject of discussion and review through the pay equity maintenance process. The parties further agree to act in a fair manner in determining if and when substantial changes have been made.

ARTICLE 16 - PAID HOLIDAYS

16.01 The Employer recognizes the following paid holidays for full-time employees and for those positions that average more than 22.5 hours per week;

New Year's Day
Good Friday

Labour Day
Thanksgiving Day

Victoria Day	December 25 th
July 1st	Boxing Day (December 26 th)
Civic Holiday (first Monday in August)	3 Float Holidays

16.02 The float days are to be taken during the calendar year at a time mutually agreed upon between the Employer and the employee. The float days are not cumulative and are only available to employees who have completed their probationary period.

16.03 In order to qualify for each paid holiday, the full-time employee must work the last scheduled tour immediately prior to and the first scheduled tour immediately following the paid holiday unless the employee presents to the Employer proof of illness or non-occupational accident rendering her/him unable to perform her/his regular duties and must work on eight (8) days in the preceding twenty-eight (28) days of the holiday.

16.04 An employee who is absent on a holiday after being posted to work forfeits all pay for the day unless the employee presents to the Employer proof of illness or non-occupational accident rendering her/him unable to perform her/his regular duties, in which case her/his absence from work will be treated as the paid holiday.

An employee shall not be entitled to receive both sick pay and pay for a paid holiday and employees shall not be entitled to receive both Workers' Compensation pay and pay for a paid holiday. However, the Employer will provide top up payment to ensure full pay for the day.

16.05 Where a paid holiday falls on an employee's regularly scheduled day off, or during her/his vacation period, it shall be deemed to be a paid holiday and the employee will be given another day off at a time mutually agreed.

16.06 Up to five (5) unused paid holidays may be accumulated and may be used as personal floaters at a time or times mutually agreed upon by the Employer and the employee.

16.07 Part-time Employees

In accordance with the Employment Standards Act the Employer recognizes the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	December 25 th
Victoria Day	Boxing Day (December 26 th)
July 1st	1 Float Holiday subject to 16.02 above
Labour Day	Family Day

- 16.08** A part-time employee does not qualify for a paid holiday if any of the following criteria are met:
- (a) The employee is employed for less than three (3) calendar months.
 - (b) The employee does not work on at least eleven (11) days of the four weeks preceding the holiday.
 - (c) The employee does not work on her/his regular day of work preceding and following the holiday.
 - (d) The employee having agreed to work on a public holiday does not report for and perform the work without reasonable cause.
 - (e) The employee is employed under an agreement where (s)he may elect to work or not when requested to do so.

16.09 If a full-time employee works on a paid holiday the following procedure will apply:

- (a) The employee will receive time and one-half (1½) for all hours worked in addition to the holiday pay.

or

- (b) The employee will receive time and one-half (1½) for all hours worked and a day off with pay within one calendar month following the paid holiday.

16.10 Casual Part-Time Employees

In accordance with Section 26 of the Employment Standards Act the Employer recognizes the same paid holidays for casual Part-time employees as Article 16.07 in the following manner.

Casual part-time employees will only be paid time and a half (1½) for hours worked on the above-mentioned holidays (N.B. casual Part-time employees must work to receive premium pay).

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

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

(a) Full-time

Less than one (1) year	1 day per month of service to a maximum of ten (10) days
Two (2) weeks	After one (1) year
Three (3) weeks	After three (3) years
Four (4) weeks	After eight (8) years
Five (5) weeks	After fifteen (15) years
Six (6) weeks	After twenty-three (23) years After twenty-two (22) years – effective May 23 rd , 2016
Seven (7) weeks	After twenty-eight (28) years

(b) Part-time

One Year = 1725 hours	
Less than one (1) year of service	4% of total earnings
One (1) year of service	4% of total earnings
Three (3) years of service	6% of total earnings
Eight (8) years of service	8% of total earnings
Fifteen (15) years of service	10% of total earnings
Twenty-three (23) years of service Twenty-two (22) years of service – effective May 23 rd , 2016	12% of total earnings
Twenty-eight (28) years of service	14% of total earnings

17.02 Holidays During Vacation

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

17.03 Vacation Pay

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

17.04 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year before she has taken her 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 the last business day of the month or March 31st whichever is earlier. The vacation schedule for this period shall be posted no later than the last business day of April.

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

- (a) With mutual agreement, employees may be permitted to take vacation in increments of one (1) day.
- (b) Requests for days off will only be considered if submitted on the Pinewood Court LTC form at least five (5) business days prior to the schedule being posted. Requests shall be confirmed or denied as soon as possible but no later than five (5) business days after the date of request.

ARTICLE 18 - SICK LEAVE

18.01 Definition of Sick Leave

Sick leave means the period of time when a full-time employee is permitted to be absent from work due to sickness or accident rendering her/him unable to perform her/his regular duties as an employee and not compensable under the Workers' Compensation Act.

- 18.02** Sick leave will be granted to full-time employees on the following basis subject to the terms of the benefit plan in effect:

- (a) Should an employee become ill preceding her/his scheduled vacation period and should such illness continue into what would have been her/his vacation, all such time may be considered sick leave and the vacation period may at the option of the employee be rescheduled at a later date.
- (b) Unless an employee is a patient in a hospital or is sent home during her/his regular shift because of illness, an employee will not be compensated for the first two (2) days of sick leave in the fourth and succeeding periods of absence from work on sick leave in any year of employment. The provisions of this Article may be waived at the discretion of management.
- (c) 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 the 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 two (2) 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.

18.03 Subject to the terms of the benefit plan in effect an employee will not be entitled to sick pay:

- (a) During a period of layoff or leave of absence without pay;
- (b) During a vacation period unless the employee is a patient in a hospital or confined to bed or bedrest under the orders of her/his physician confirmed in either case by medical documentation acceptable to the Employer.

18.04 Sick Leave Accumulation

A full-time employees, who has completed probation, shall earn sick leave credits based on one point five (1.5) days per month worked to a maximum of forty-five (45) days.

18.05 Short Term Disability Plan (STD)

A short-term disability plan will be provided, subject to the conditions of the carrier, to provide for 66 2/3 of regular earnings for the 1st day of accident, 1st day of hospitalization and 8th day of illness for 17 weeks. The employees may use sick leave credits from 18.04 above to cover the waiting period and/or top up the benefit.

- 18.06** The Employer shall make available to all full-time employees a Long Term Disability Plan. Participation in the plan is voluntary and the employee is responsible for 100% of the premium costs.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 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.

19.02 Employee Shall Not Lose Seniority

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which (s)he is participating for the period of absence, except that the Home will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of WSIB benefits and up to twelve (12) months while an employee is in receipt of S.T.D. or L.T.D. benefits.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits. It is further understood that during such unpaid absence,

credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence.

Notwithstanding this provision seniority shall accrue during pregnancy/parental leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits, L.T.D. benefits or for a period of one (1) year if an employee's unpaid absence is due to an illness.

19.03 Education Leave

If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her/his employment qualifications.

19.04 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

19.05 Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Employer.

19.06 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) days.
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 he or she 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 11. The portion of the employee's vacation which is deemed to be bereavement leave under the provisions will not be counted against the employee's vacation credits.

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 she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (b) The employee must have started employment with her 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 her 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 her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to return to work.

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

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

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

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of her 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 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 her regular hourly rate, on her last day worked prior to the commencement of the leave times her 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 she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her 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 her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests 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 her 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 her 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 she intends 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 his or her own.
- (c) Parental leave must begin no later than fifty-two (52) 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 thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she 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 her 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 her regular weekly earnings (which for part-time employees shall include any in lieu payment, if applicable) and the sum of her 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 two (2) 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 her regular hourly rate, on her last day worked prior to the commencement of the leaves times her 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.

19.08 Union Business

The Employer will grant a leave of absence with pay to two (2) employees at one time selected or appointed by the Union to attend Union functions provided that the number of days in total in one year does not exceed thirty-five (35) working days off and further provided that written requests for such leave of absence are submitted at least two (2) weeks in advance of the commencement of the requested leave.

If request for such leave are not submitted to the employee's immediate Supervisor two (2) weeks in advance, the Employer may still grant the leave of absence if the employee involved provides a reason for the lack of notice satisfactory to the Employer.

Once the Employer receives a request, it will promptly take steps to find coverage so that the employees concerned may be granted the leave, subject to the need to ensure adequate staffing for the Home.

The salary and benefits of an employee on Union leave will continue uninterrupted during her absence. Such wages and benefit costs shall be reimbursed by the Union to the Employer upon the employee's return. Requests for Union time off will be made in writing.

The Union shall reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB), pension, payments in lieu of benefits and health and welfare premiums for the period.

19.09 Jury Duty

If an employee is required to serve as a juror or crown witness in any court of law or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at the Home, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) Notifies the Employer immediately on the employee's notification that he will be required to attend court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Promptly repays the amount other than expenses paid to the employee for such service or attendance to the Employer;
- (d) Resumes performance of her/his regular duties during any reasonable period when (s)he is not required to be in attendance.

ARTICLE 20 - GENERAL

20.01 Bulletin Boards

The Employer will provide a bulletin board for the purpose of posting notices regarding meetings and other matters pertaining to the Union and its members. Such notices must be approved by the Employer prior to their being posted, which approval will not be unreasonably withheld.

20.02 Personnel Records

- (a) An employee shall have the right, at a time mutually agreed upon, to review her/his personnel record in the presence of an Employer designate.
- (b) If an employee disagrees as to the accuracy of information contained in the file, (s)he may file a rebuttal to the same to be placed in her/his personnel record.
- (c) Any letter of reprimand, suspension or other sanction will be removed from the personnel record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year.

20.03 Copies of Agreement

The Employer and the Union will share equally in any cost of the duplicating of the Collective Agreements.

20.04 Recognition of Previous Experience – RPNs Only

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired Employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

NOTE: For greater clarity, recent related experience includes recent related RN/RPN experience out of province and out of country.

ARTICLE 21 - TECHNOLOGICAL CHANGE

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

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

21.03 Employees with one or more years of continuous service who are subject to layoff under the conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in

keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 22 - SCHEDULES

- 22.01** Attached hereto and forming part of this Agreement is Schedule "A" – Classification and Salary.

ARTICLE 23 - TERMINATION AND DURATION

- 23.01** This Agreement shall become effective on January 1, 2022 and shall remain in full force and effect until December 31, 2023 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other within ninety (90) days before the 31st day of December in any year thereafter in which this Agreement continues to remain in effect.

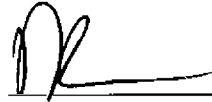
The Union agrees to provide the Employer with an electronic (Microsoft Word) version of the Collective Agreement.

- 23.02** In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within fifteen (15) days following the delivery of the notice or within any longer time which is mutually agreed upon.
- 23.03** All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the Ontario Labour Relations Act, and any amendments thereto, and The Hospital Labour Disputes Arbitration Act, and any amendments thereto.

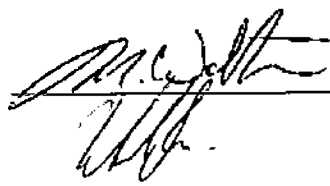
IN WITNESS WHEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives.

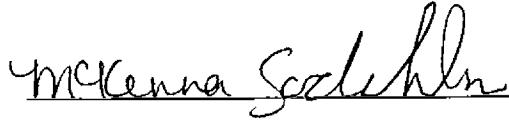
SIGNED THIS 7 DAY OF February, 2025.

**SOUTHBRIDGE CARE HOMES
OPERATING AS PINEWOOD COURT**



**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2179**





SCHEDULE "A" - WAGE SCHEDULE

Classification	Step	Expired Rate Dec. 31, 2021	Jan. 1, 2022 (3.5%) GWI	Apr. 21, 2022 (\$3.00/hr.) PSW	**Jan. 1, 2023 (3.5%) GWI
Nurse Aide Activity Aide	Start	17.10	17.70		18.32
	6 months	17.56	18.17		18.81
	1 year	18.03	18.66		19.31
	2 year	18.83	19.49		20.17
Personal Support Worker/ Health Care Aide	Start	21.42	22.17	25.17	26.05
	6 months	21.59	22.35	25.35	26.24
	1 year	21.81	22.57	25.57	26.46
	2 year	22.04	22.81	25.81	26.71
Certified Activationist	Start	21.42	22.17		22.95
	6 months	21.59	22.35		23.13
	1 year	21.81	22.57		23.36
	2 year	22.04	22.81		23.61
Food Service Housekeeping Laundry Handyman	Start	20.21	20.92		21.65
	6 months	20.36	21.07		21.81
	1 year	20.57	21.29		22.04
	2 year	20.77	21.50		22.25
Cook	Start	22.54	23.33		24.15
	6 months	22.76	23.56		24.38
	1 year	22.96	23.76		24.59
	2 year	23.19	24.00		24.84
**RPN/Rehabilitation Aide (Mobility Facilitator)	Start	26.80	27.74		29.23
	6 months	27.05	28.00		29.50
	1 year	27.19	28.14		29.64
	2 year	27.50	28.46		29.98
Nursing Secretary	Start	21.76	22.52		23.31
	6 months	22.11	22.88		23.68
	1 year	22.43	23.22		24.03
	2 year	23.19	24.00		24.84
Volunteer Liaison	Start	21.68	22.44		23.23
	6 months	21.81	22.57		23.36
	1 year	22.42	23.20		24.01
	2 years	23.19	24.00		24.84

**Effective January 1, 2023 – Implement increased RPN adjustment of \$0.50 before GWI

LETTER OF UNDERSTANDING

between

**PINEWOOD COURT
(hereinafter referred to as the "Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2179
(hereinafter referred to as the "Union")**

The following sentence appears in Article 2.07:


"Positions that average more than 22.5 hours per week will receive full-time health and welfare benefits as outlined in Article 12.01 and 12.02 and also paid holidays as in Article 16.01".

The parties agree that employees who average more than 22.5 hours per week will be given the option of either receiving these benefits or of receiving "lieu pay" in accordance with Article 12.03.

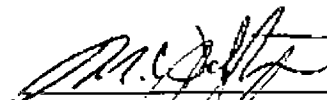
If the employee opts for "lieu pay", she/he must provide the Employer with a letter so indicating. This decision is final and may not be changed at a later date.

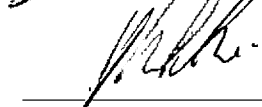
SIGNED THIS 7 DAY OF February, 2025.


**SOUTHBRIDGE CARE HOMES
OPERATING AS PINEWOOD COURT**



**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2179**







LETTER OF UNDERSTANDING

between

PINEWOOD COURT
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2179

Re: Harassment Policy

1. Policy

Harassment prohibited by the Ontario Human Rights Code including sexual harassment is offensive, degrading and threatening. The Employer and the Union do not tolerate any form of harassment. This Letter of Understanding does not apply to circumstances in which a bargaining unit member alleges harassment by a resident of Pinewood Court or a family member of a resident.

2. What is Harassment

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought to be known to be unwelcome. Every employee has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or handicap.

3. Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and the Union will ensure that:

All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.

The Employer and the Union will jointly investigate all complaints.

The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the Union.

All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for the harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Name calling
- Racial slurs or jokes
- Mimicking a person's accent or mannerisms
- Offensive posters or pictures on papers
- Repeated sexual remarks
- Physical contact that could be perceived as degrading
- Sexual flirtation, advances, propositions
- Leering
- Comments about a person's sex life
- Innuendo, gestures or taunting about a person's body, disability, attire or gender.

The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

The Employer and the Union are responsible for advising a complainant when this policy applies; providing education regarding harassment; clarifying options available; identifying and assisting complainants in obtaining counseling; facilitating in the resolution process and informing the complainant of her or his rights to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, Union or charges under the Criminal Code. In addition, the Employer and the Union will inform the complainant that she or he had the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.


4. Procedure

- (i) All complaints of harassment (or retaliation for having brought forward a complaint of harassment) will be brought to the attention of the Employer and the Union. They may be in either verbal or written form.
- (ii) The Employer and the Union will document the complaint and the individual will be informed of her/his rights.

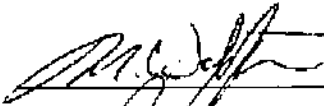
- (iii) The Employer will bring the matter to the attention of the person alleged to be responsible for the conduct of harassment and will attempt to resolve the matter informally.
- (iv) If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
- (v) The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
- (vi) An internal resolution will be attempted between the complainant and the respondent by the Employer and the Union.
- (vii) Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
- (viii) The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the Union.
- (ix) At the conclusion of this step the complaint, if unresolved by the complainant will be inserted into Step 1 of the grievance procedure for resolution.
- (x) In the event that the complaint is not resolved in Step 1 of the grievance procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.
- (xi) The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

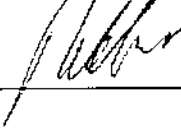
SIGNED THIS 7 DAY OF February, 2025.

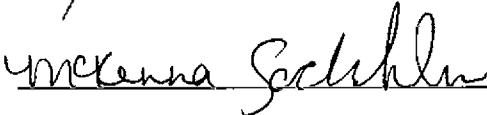
**SOUTHBRIDGE CARE HOMES
OPERATING AS PINWOOD COURT**



**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2179**







LETTER OF UNDERSTANDING

between

PINEWOOD COURT
(hereinafter referred to as the "Employer")

and


CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2179
(hereinafter referred to as the "Union")

Re: Full-time Positions

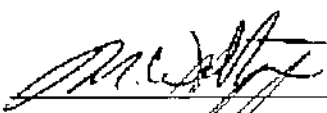
In the event that an increase in hours results in the creation of a permanent full-time position, such position shall be posted and the Union shall be notified.

SIGNED THIS 7 DAY OF February, 2025.

**SOUTHBRIDGE CARE HOMES
OPERATING AS PINEWOOD COURT**



**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2179**





LETTER OF UNDERSTANDING

between

PINEWOOD COURT
(hereinafter referred to as the "Employer")

and


CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2179
(hereinafter referred to as the "Union")

Re: Article 12.04 Unscheduled Call-In

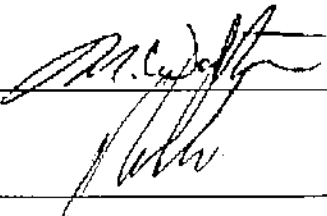
Unscheduled Call-In's for regularly scheduled shifts consisting of three (3) hours will be paid at the appropriate rate of pay in accordance with the provisions of the Collective Agreement. This does not exempt the Employer from complying with Article 12.04 for those shifts greater than three (3) hours.

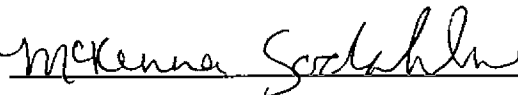
SIGNED THIS 7 DAY OF February, 2025.

SOUTHBRIDGE CARE HOMES
OPERATING AS PINEWOOD COURT



CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2179





MEMORANDUM OF SETTLEMENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2179

Union,

- and -

**REVERA LONG TERM CARE INC.,
PINEWOOD COURT**

Employer.

RE: Grievance 2017-03-07-VE

Further to the parties' agreement dated and signed on November 10, 2016, the following clarifies the agreement reached between the parties and resolves the above noted grievance on a without prejudice and without precedent basis.

The parties agree that the above-noted grievance will be settled on the following basis effective the vacation year commencing January 1, 2018:

1. Part time employees will earn vacation entitlement as at December 31 of the previous year as per Article 17.01 (b) with 1725 hours of credited service equal to one year.
2. Part time employees earn vacation money based on their total annual earnings in accordance with Article 17.01 (b) of the Collective Agreement.
3. Vacation dollars are earned during the current year for the following year's vacation.
4. Any unused monies remaining in the active Part Time Employee's vacation bank will be paid out on the first pay after December 31st (following the completion of the vacation year).
5. In accordance with Article 17.01(b), if a worker is entitled to 6% of their total annual earning as per their credited service, which equates to three weeks of vacation as defined in Article 17.01(b) and their owned rotation is such that their 'work week' is three (3) paid vacation days. Similarly, if the worker's average standard 'day' of work is six (6) hours, they would receive six (6) hours of pay for a vacation day.

6. For part-time employees who have picked up shifts or are working a temporary part time or temporary full time position that is more than their owned rotation in the year preceding the current vacation year, their vacation entitlement may be paid at a rate of pay that is greater than the rate of pay in effect at the time of vacation.

Example

Part-time employee owned rotation – two (2) days per week

Vacation Entitlement – three (3) weeks

Six (6) paid days over three (3) week vacation entitlement

Days paid at basic rate of pay (Vacation Rate of Pay based on 6% of previous annual year's earnings as per collective agreement)

Employee works the equivalent of four (4) days per week in the preceding vacation year

Vacation entitlement – Three (3) weeks

Six (6) paid days over three (3) week vacation entitlement

Days paid at twice basic rate of pay (Vacation Rate of Pay based on 6% of previous annual year's earnings)

Working at double the employee's owned rotation **does not** result in twice the number of weeks of vacation entitlement nor twice the paid vacation days, but rather twice the pay over the same number of days and weeks of entitlement.

7. When employees take their vacation in full week (7 consecutive day) blocks – all scheduled shifts will be covered for the employee, notwithstanding the entitlement of their owned rotation days and will be calculated as one (1) week of vacation taken.

Example

Employee's owned rotation averages two (2) shifts per week, however now working in a temporary FT position of five (5) scheduled shifts each week.

When taking one (1) week of vacation (Sunday – Saturday), employee is covered for all five (5) shifts off, but will be paid for their owned two (2) shifts for that week at a vacation rate of pay. This is all still considered one (1) week of vacation taken, even though all five (5) shifts were replaced for employee.

8. The parties agree that although it is beneficial for employees to take vacation in full week blocks, the collective agreement does provide for single day vacation requests and such requests will be considered according to Article 17.08 of the collective agreement.

9. If approved, single day vacation shall be paid based on the following formula:

$$\frac{\% \text{ of total earnings as per credited service in previous calendar year}}{\text{Paid vacation entitlement as defined in 5) above}}$$

Example:

Three (3) weeks entitlement as per credited service = 6%

Three (3) paid vacation days per week = nine (9) paid vacation days for vacation year

$$\frac{6\% \text{ of total earnings in previous calendar year} = \$900}{\text{nine (9) paid vacation days for vacation year}}$$

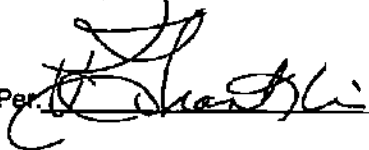
= \$100 per paid vacation day (Vacation Rate of Pay).

10. Any vacation not scheduled by the employee may result in management scheduling the remainder of the employee's vacation at the Employer's discretion.

11. The Union will withdraw the grievance. This settlement is on a without prejudice or precedent basis.

DATED the day of April, 2017.

CUPE, LOCAL 2179

Per: 

REVERA LONG TERM CARE INC.
PINWOOD COURT

Per: 