

COLLECTIVE AGREEMENT

between

SUPPLES LANDING RETIREMENT RESIDENCE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3881**



For the period of May 2, 2024 to May 1, 2027

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BETWEEN

Supples Landing Retirement Residence
(hereinafter called the "Employer")
OF THE FIRST PART

AND

Canadian Union of Public Employees, & Local 3881
(hereinafter called the "Union")
OF THE SECOND PART

PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) To encourage efficiency in operations;
- d) To provide a mechanism for the amicable adjustment and prompt disposition of grievances which may arise;
- e) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- f) The Employer and the employees will endeavor to work together to assure the best possible service to the Employer's clients;
- g) Failure by the Employer or the Union to exercise any of its rights shall not be considered abandonment of any such rights;
- h) The Employer will exercise its management rights, in a fair and reasonable manner, and in accordance with the Collective Agreement.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes and acknowledges that all management rights and prerogatives and the direction of the working forces and the management of the Employer's enterprise are vested exclusively with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following rights:

- a) to operate and manage its business;
- b) to maintain order, discipline, efficiency amongst its employees and in connection therewith to establish and enforce rules, regulations; to amend and introduce new rules, policies and practices from time to time to be observed by its employees, so long as such does not conflict with this Collective Agreement;
- c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim that an employee who has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions, so long as such does not conflict with the Collective Agreement;
- d) To determine the nature and kind of business conducted by the Employer; to determine the schedules of work, the number of shifts, job content and requirements, quality and quantity standards, the qualifications of employees, so long as such does not conflict with the Collective Agreement;
- e) No employee shall be disciplined or discharged except for just cause.

1.02 No Discrimination

The Employer and the Union agree that there shall be no discrimination against any employee because of their race, ancestry, place of origin, color, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, or handicap, as defined by the Ontario Human Rights Code, and the Canadian Charter of Rights.

The Employer and the Union agree that there shall be no intimidation, restraint or coercion exercised or practiced with respect to any employee by reason of their membership or activity, or non-membership or lack of activity in the Union.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3881 as the exclusive bargaining agent for all employees of 760496 Ontario Limited c.o.b. as Supplies Landing Residence in the City of Pembroke; save and except for the Director of Care (D.O.C.), persons above the rank of Director of Care, Food Service Manager and Administrative Assistant.

2.02 Work of the Bargaining Unit

Employees and persons not in the Bargaining Unit shall not do the work which is done by the workers in the Bargaining Unit, except for the purpose of emergencies when Bargaining Unit staff are not available.

Management or excluded supervisory personnel shall not work on any jobs which are included in the Bargaining Unit, except for in cases of emergency where bargaining unit members are not available.

The reliance on past practice shall be reciprocal for the Bargaining Unit.

The Union and the Employer agree to include the work of Escort/Sitter Service as work to be performed within the bargaining unit in so far as possible. It is agreed that such work will be remunerated at the rate of PSW and with a minimum guarantee of three (3) hours pay.

2.03 No Other Agreements

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

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

No bargaining unit employee shall be permitted to make a verbal or written Agreement with any resident or family member with whom the Employer has a contractual relationship.

2.04 No Contracting Out

The Employer will not contract out any current work of the Bargaining Unit to the extent that such contracting-out results in the lay-off or reduces the regular hours of work of any regular employee in the Bargaining Unit.

2.05 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives/ advisors shall have such access to the Employer's premises as is necessary in order to deal with any matters arising out of this Collective Agreement upon arranging for the same in advance with the Employer. Such request shall not be unreasonably denied.

2.06 Definition of Employee

- a) The word "Employee" in this Agreement shall mean the employees of the Employer for whom the Union is the bargaining agent.
- b) Wherever the word "Executive Director" is used in this Agreement, it shall be considered as meaning the Executive Director or their designate.
- c) The term "Full-time Employee" in this Agreement shall mean a person who is regularly scheduled and actually works at least sixty (60) hours in a two (2) week pay period for the Employer, whose name appears on the Full-time seniority list and holding approved positions.
- d) The term "Part-time Employee" in this Agreement shall mean a person who is regularly scheduled in accordance with the Master Schedule to work less than sixty (60) hours in a two (2) week pay period and holding approved positions.
Note: Call-in work is not included in the calculation.
- e) The term "Casual Employee" shall refer to an employee who is not regularly scheduled but who is assigned to replace employees on an as required basis or to provide services during a short-term high intensity period.
- f) Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.
- g) Part-time employees – one year is equivalent to 1950 hours.
- h) "Immediate family" shall be defined as employee's spouse (including same sex spouse or common law partner), father, mother, children, stepchildren, grandchildren, brother(s), sister(s), stepparents and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
"Other family" shall be defined as father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt(s), uncle(s), grandparent(s), and grandparent(s)-in-law.
- i) Designate shall refer to a management personnel.
- j) Member means a member of the bargaining unit as set out in Article 2.01.

ARTICLE 3 – NO STRIKES/NO LOCKOUTS

3.01 No Strikes / No Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with applicable Provincial Labour Laws (including the Hospital Labour Disputes Arbitration Act (HLDA)) and Regulations.

ARTICLE 4 – HARASSMENT

Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be combination of both. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

A policy against harassment developed with the Joint Occupational Health and Safety Committee and the Employer will be used as a basis for an annual in service. The policy will be posted on the Facility Occupational Health and Safety Board on a yearly basis. All bargaining unit and non-bargaining unit employees will be made aware that violations of the policy could result in disciplinary action up to and including termination of employment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

The harassment policy of the facility is established in accordance with the Occupational Health and Safety Act of Ontario.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members.

5.02 Deductions

Commencing date of hire the Employer shall deduct from every employee any dues, initiations or assessments, levied in accordance with the Union Constitution and/or Bylaws and owing to the Union, each pay, and forward the money deducted to the National Secretary-Treasurer of the Union at 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, not later than the fifteenth (15th) day of the month following, accompanied by a list of the names of all employees from whose wages deductions have been made, together with the names of the employees added or deleted during the period. A copy of this list shall also be forwarded to the Secretary of the Local Union. The Income Tax (T-4) slips shall include the amount of Union dues paid by each employee in the preceding calendar year.

In the month of July, the Employer will also forward a current list of dues paying employees along with a list of addresses to the Local's Recording Secretary or designate.

5.03 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Collective Agreement.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.

5.04 Union Activity

No employee shall conduct Union activities during working hours other than as specifically permitted by this Agreement or with permission of the Management of the Employer; such agreement shall not be unreasonably withheld.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or their designate and the President of the Union with a copy sent to the CUPE National Representative.

6.02 Information

The Employer will provide the Union with a list, monthly, of all hiring, layoffs, recalls, retirements, and termination's, leaves of absence in excess of one month, to include Worker's Compensation, within the bargaining unit, where such information is available or becomes available through the Residence's payroll system.

6.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer and the Union will share the cost to print sufficient copies of the Agreement so that each employee has their own copy of the Agreement.

6.04 Bargaining Relations Technical Information

For the purposes of collective bargaining and upon ten (10) days' request by the Union, the Employer will provide the following information, applicable to members of the bargaining unit:

- i) job descriptions;
- ii) number of positions in the bargaining unit;
- iii) insurance policies or other plan documents concerning benefits in force for members of the bargaining unit.

The Union will provide the Employer with the names of its officers. Likewise, the Employer will supply the Union with a list of its personnel with whom the Union may be required to transact business.

Subject to Article 8.03, the Employer will recognize and work with the said committee on any matter properly arising out of this Agreement.

ARTICLE 7 – UNION – MANAGEMENT RELATIONS

7.01 Representation

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

b) **Union Officers and Committee Members**

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations up to and including conciliation. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

7.02 **Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union, and a Representative from the National Union. The Union and the Employer will advise each other of their respective members on the Committee.

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations up to and including conciliation. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The Bargaining Committee shall have the right to attend negotiation meetings held within the employees working hours without loss of remuneration.

In the event that either party wishes to call a collective bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

7.03 **Labour Management Committee**

It is agreed that a Joint committee will be established with two (2) designated representatives from each of the Union and the employer. On the initiative of either party, this committee shall meet as required at a mutually convenient time and date. A request for a meeting will be made in writing prior to the date proposed and accompanied by an agenda. This committee shall discuss issues relating to the workplace which affect the parties bound by this Agreement which matters may not be necessarily covered specifically by the terms of the collective Agreement. The committee shall also exchange views on matters which may help to promote improvement in the functions of Supples Landing and the welfare of its employees and the residents. All workload review forms (Appendix B) are submitted to the Executive Director and are reviewed jointly at the Labour Management Committee meetings.

The committee shall meet at the request of either party within ten (10) days at a mutually agreeable time.

This Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement, nor shall it deal with matters that are properly the subject of a grievance.

Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings, benefits and/or seniority as a result of such attendance.

The minutes of each Labour / Management Committee meeting will be taken by the Employer and will be copied to the union within ten (10) working days following the meeting. If any errors, omissions and / or advertences are found, the minutes shall be amended to reflect such and then the Employer shall give a copy to the Union president and shall post such minutes on the Union Bulletin board until the next meeting.

7.04 Health and Safety Committee

- a) The Parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. At least one of the employees representing workers under the Occupational Health and Safety Act, who are trained to be certified workers as defined under the Act, shall be from CUPE.
- c) Two (2) representatives of the Joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- f) The Employer shall make reasonable provision for the health and safety of employees during hours of employment. The Employer must comply with the Occupational Health and Safety Act of Ontario and its regulations.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union grievance committee and the Union Stewards. The steward may assist any bargaining unit employee, which the steward represents, in preparing, and processing their grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) they represent before the Employer shall be required to recognize them. There shall be no more than four (4) stewards appointed at any given time, including the Union President.

8.03 Grievance Committee

The Employer acknowledges the right of the Union to elect and select a Union Grievance Committee which shall be composed of not more than two (2) stewards and the president of the Local.

8.04 Permission to Leave Work

The Employer agrees that Stewards and/or the grievance shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article.

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances,

attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the Executive Director or designate. Such permission shall not be unreasonably withheld.

All time spent in performing such union duties, including work performed on various committees, specifically related to the Union/Employer's relationship shall be considered as time worked.

8.05 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

8.06 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Complaint

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given the Employer an opportunity to adjust their complaint.

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, discipline and/or discharge for cause should be preceded by a documented record of counseling, warnings (written and/or oral) and/or suspension. It is further recognized that to achieve this purpose, the steward and/or designate, will be present at all disciplinary meetings, and be copied on all disciplinary notations. It is understood that certain extreme violations and/or extreme misconduct may result in immediate suspension or discharge.

If an employee has any complaint or question which they wish to discuss, they shall take the matter up with their non-Union direct supervisor.

If such complaint or question is not settled to the satisfaction of the employee concerned, within a period of five (5) working days following advice of the non-Union direct supervisor's decision, or within such longer period as may be mutually agreed upon at the time, with the Executive Director and/or designate, then the steps of the grievance procedure may be invoked.

Should differences arise between the Employer and an employee as to the interpretation, application, administration or alleged violation of the Agreement,

work shall continue as directed by the Employer and an effort shall be made to settle such difference in accordance with the following grievance procedure.

Intent

It is the intent of this grievance procedure to provide for the successful administration of this Agreement by providing the sole and exclusive procedure to be utilized by a grievor for the prompt discussion and final binding settlement of any grievance, without stoppage of work, arising from the interpretation, application, administration or alleged violation of this Agreement.

Step 1

The Employee, with the assistance of a steward, shall submit the grievance to the Executive Director within five (5) working days of the actual receipt of the response of a complaint giving rise to the grievance. The Executive Director shall, within ten (10) working days of receipt of the grievance at Step 1, convene a meeting with the Employee concerned, their steward, the National Representative of the Canadian Union of Public Employees, and the non-Union direct supervisor to discuss the grievance. The Executive Director shall reply to the grievance in writing within three (3) working days from the day of the meeting.

Note: It is understood that employees directly supervised by the Executive Director shall initiate the grievance procedure at Step 1.

Step 2

Failing a satisfactory settlement being reached in Step 2, the Union or the Employer may refer the dispute to arbitration.

8.07 Mediation

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

8.08 Policy Grievance

- i) The Unions may institute a grievance, consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement, in writing at Step No.2 of the grievance procedure, provided that it is presented within five (5) working days after the circumstances giving rise to the grievance having originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee which such employee could themselves initiate and the regular grievance procedure shall not be thereby by-passed.
- ii) Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances simultaneously and consecutively

on all levels of the grievance procedure, subject to all applicable provisions under the grievance procedure, and the grievors will be listed on the grievance form.

8.09 Replies in Writing

Replies to grievances stating reasons shall be in writing at all steps. The parties agree for the purposes of Article 8, that an emailed copy shall be considered in writing.

8.10 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

8.11 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

8.12 Definition of Working Days

“Working day” as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

8.13 Suspension

An employee may be suspended for just cause, without pay.

An employee may be required to temporarily leave the place of work pending an investigation into an incident alleging serious misconduct. Such investigation will be done expeditiously. If such investigation exonerates said employee, retroactive pay, benefits and/or seniority will be reinstated.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to Arbitrate shall be forwarded to the other party within the time limits set out in Article 8.11 and such notice shall contain the name of the Union’s nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective

nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

9.02 Payment for Board of Arbitration

Each party shall pay:

- i) The fees and expenses of the nominee it appoints;
- ii) One-half (1/2) of the fees and expenses of the Chairperson, and one-half (1/2) the cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Power of the Board

The Board of Arbitration shall have authority only to determine disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only those grievances as defined in Article 8.05 shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision that is inconsistent with it. The Board of Arbitration may dispose of a grievance in any manner which it deems just and equitable in the circumstances. The decision of the majority of the members of the Board of Arbitration shall be the decision of the board, but if there is no majority the decision of the Chairman shall govern.

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. It is understood that a grievance may still be referred to Arbitration even if the time allowances have not been met by either side.

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a sole arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

9.07 Disagreement on Decision

The Board or Sole Arbitrator, as the case may be, shall remain seized of their decision. Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair Person of the Board of Arbitration to reconvene the Board to clarify the decision within three (3) months upon receipt of the decision.

9.08 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union, and its representatives, will be final and binding upon the Employer, the Union and the employee(s) involved.

9.09 At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee(s) as a witness, and all reasonable arrangements will be made to permit the conferring parties of the Board of Arbitration to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to unreasonably interfere with the function of the Employer.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Clearing the File

Any verbal warning will be removed from an employee's record after twelve (12) months; any letter of reprimand will be removed from an employee's record after a period of eighteen (18) months; and any record of suspension will be removed from an employee's record after eighteen (18) months. Any discipline as a direct result of resident abuse will remain on an employee's file for forty-eight (48) months.

10.02 Discharge Procedure

The authority to suspend, discharge or otherwise discipline an employee rests with management. An employee who has completed their probationary period may be disciplined, suspended or discharged, but only for just cause. When the Employer has completed its investigation and decided to discipline an employee it shall have a meeting with the employee in the presence of the Union steward. The parties understand that the purpose for the attendance of the steward at the

meeting is to advise and support the employee. The employee and the Union shall be advised in writing by the Employer promptly of the reason of the discipline.

10.03 Designation of Supervisor

Every employee shall be notified of their immediate designated supervisor.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally. Seniority shall operate on a bargaining-unit-wide basis.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 11.04.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority and other entitlements obtained under this Agreement shall be retained and transferred with the employee when reclassified.

11.03 Probationary Employees

- a) A newly hired employee shall be known as a probationary employee until they have worked and successfully completed a period of four hundred and fifty (450) hours.
- b) On completion of the probationary period, seniority of the employee shall be determined to be the date on which the employee commenced employment and seniority shall be calculated in accordance with Article 11.02.

- c) It is understood that an employee will serve only one probationary period in any period of continuous service with the Employer, unless the parties mutually agree in writing to extend.
- d) On or before the expiry date of the probationary period, notwithstanding on-going communication on performance, the Employer will confirm their appointment in writing with a copy to the Union as having completed their probation.
- e) Full-time employees who progress from full-time employment to part-time employment shall receive credit for all time worked as a full-time employee for the purpose of retaining seniority, and vice versa will apply for part-time employees.

11.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have quit the employ of the Employer or shall be deemed to have terminated employment if they:

- a) resign;
- b) retire;
- c) are discharged and not reinstated through the grievance and or arbitration process;
- d) lay-off of a full-time employee in excess of twenty-four (24) months or when a part-time employee who has not been working for a period of nine (9) months (unless on an Employer Approved leave of absence under legislation);
- e) absence from work for three (3) consecutive working days without notifying the Employer, in which case such employee shall be deemed to have quit the employ of the Employer without notice, unless a reasonable explanation is provided to the Employer;
- f) failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the employee to the Employer;
- g) are laid off and fails to return to work within ten (10) working days after the employee has been notified by the Employer through registered mail, addressed to the last address on the records of the Employer or other actual notice unless a reasonable explanation is given by the employee which is satisfactory to the Employer.
- h) In the case of a casual employee, is offered work and fails to work for the period of three (3) consecutive months, unless the employee is on an approved leave of absence, such as sick leave or pregnancy leave.

11.05 Transfers and Seniority Outside Bargaining Unit

No Employee will be transferred outside the bargaining unit.

- 11.06 If an employee transfers from part-time to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: 1950 hours PAID equals one year.
- 11.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one year equals 1950 hours PAID.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 a) Job Postings

If it is the intention of the employer to fill vacated or newly created positions, this shall be done as expeditiously as possible.

- i) When any vacancy occurs and is one which the Employer intends to fill, or a new position is created within the Bargaining Unit, the Employer shall post such initial notice on the bulletin board for five (5) days, excluding Saturdays, Sundays and Statutory Holidays. However, each subsequent job posting resulting from the initial posting will be posted for two (2) days (excluding Saturdays, Sundays and Statutory Holidays). A copy of such notice shall be sent to the President of the Local.
- ii) When an employee is the successful applicant for a job posting in a higher paid classification they shall receive the next higher wage rate above their current wage rate in the new classification, if that wage rate is supported by their seniority.
- iii) When an employee is the successful applicant in a lower paid classification they shall receive the rate of pay where their seniority places them in the classification they are going to.

b) Temporary Vacancies

Until a vacancy is filled, resulting from the job posting, the Employer may fill the vacant position with preference given to internal employees.

c) Temporary Job Postings

When a position is known to the Employer to exceed eight (8) weeks, such positions shall be posted as per the job posting provision in the Collective Agreement.

d) Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the

vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Postings

The notice of posting shall contain the following information:

- i) duties of the position;
- ii) qualifications and skills required to perform the job;
- iii) hours of work, rotation of shifts; and
- iv) hourly rate.

The job requirements and skills must be relevant to the position.

12.03 Recognition of Seniority

The parties recognize that job opportunities and security shall increase in proportion to length of services.

12.04 Methods of Making Appointment

Therefore, vacancies and new positions including promotions and staff transfers shall be filled on the basis of seniority, with the Employer, provided the senior applicant possesses the qualifications and skills to perform the job. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

12.05 Trial Period/Transfer

There shall be a thirty (30) day worked trial period afforded to each employee. Within this period, the employee may voluntarily return to their position, formerly occupied, or be returned by the Employer to the position formerly occupied, without loss of seniority.

If the Employer returns the employee to their position formerly occupied, this shall be for just cause. The employee and/or Employer shall be notified in writing at the earliest opportunity of such action. Should the Employer decide to fill the vacancy resulting from the initial posting, such vacancy shall be filled on the understanding that the position is pending completion of the initial trial period, for all concerned.

12.06 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

12.07 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.08 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

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

If the parties are unable to reach an agreement, the parties can refer the matter to the grievance process.

12.09 Casual Employees Availability

Casual employees are required to submit a minimum of three (3) available days per four (4) week schedule. Casual employees who have been offered and declined work, and/or do not maintain their availability to the department manager, resulting in failure to work for a period of two (2) consecutive months except in the case of an approved leave, included but not limited to sick or maternity leave, may be terminated.

12.10 Secondary Casual Position

The parties agree that a part-time employee is eligible to hold one (1) casual position in addition to their part-time position, at any given time providing that employee meets the normal requirements of the job.

The priority to shift commitment shall be to the part-time position.

ARTICLE 13 – LAYOFFS AND RECALLS

13.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay off, employees shall be laid off in accordance with Article 11 – Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent care and services for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

No full-time employee within the bargaining unit shall be laid-off by reason of their duties being assigned to one or more part-time employees.

13.03 Notice of Layoff

The Employer shall notify employees who are to be laid off ten (10) working days or as per Employment Standards, whichever is greater, before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full working days or per Employment Standards, whichever is greater, after notice of layoff, they shall be paid in lieu of the work which was not made available. No such notice is required for layoff resulting from matters beyond the control of the Employer defined to include fire, flood, Acts of God.

13.04 Layoff Procedure

If a layoff occurs, the Employer shall layoff probationary employees first; then,

If a further layoff is necessary, the Employer shall layoff part-time employees in the reverse order of their seniority; then, full-time.

Recall shall be in the reverse order of the above procedure.

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

- a) accept the layoff, or
- b) displace an employee who has lesser bargaining unit seniority in the bargaining unit if the employee originally subject to layoff can perform the duties of classification without training other than a maximum of three (3) days orientation. Such employee so displaced shall be laid off.
- c) Any employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the qualification

and skill to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

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

An employee recalled to working a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within four (4) months of being recalled.

No new employees shall be hired until all those laid off have been given opportunity to return to work and have failed to do so, or have been found unable to perform the work available.

The Employer shall notify the employees of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

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. Seniority and service shall not accumulate during any period of layoff.

Employees shall have bumping rights in accordance with their seniority.

ARTICLE 14 – HOURS OF WORK

14.01 a) Normal Hours of Work

It is understood that this Article is intended only to provide the basis of a work week for bargaining unit employees but shall not be interpreted as a guarantee of normal hours of work per day, or normal hours of work per week, start or stop of a shift, or normal days of work per week nor shall this paragraph be interpreted as a guarantee that the normal hours of work will not be increased or decreased if found necessary by the Employer having due regard for its operations, nor is it a guarantee of any employees working schedules(s).

The regular hours of work for a two (2) week period for regular full-time employees will be up to seventy-five (75) hours (excluding meal-time) or eighty (80) hours per two week period (including meal-time).

The normal weekly hours is referred to for the purposes of computing overtime only.

RPN (unregistered) UCP

The Union and the Employer agree to the Classification of Unregulated Care Provider (UCP) as work to be performed within the bargaining unit. As part of the orientation package each UCP will have a paid Level C First Aid Course including CPR. Each subsequent year UCPs will renew their CPR as part of Article 22.03 – CPR Training.

Supples Landing agrees to a training and orientation program in keeping with what is recommended by ORCA and RHRA.

Shift length will be no less than 4 hours, and up to 8 hours. The employee will be required to remain on the premises so they will be paid for the meal break.

b) Standard/Daylight Savings Time

At the time of the change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

14.02 Days Off

The Employer will not schedule employees to work more than six (6) consecutive days. Regular full-time and regular part-time shall be scheduled every other weekend off.

14.03 Working Schedule

- a) A schedule shall be established within each department to suit the needs of the department. Such schedules shall be posted two (2) weeks in advance of the expiry of the previous four (4) week schedule. Work schedules will be reflective of master schedule rotation that have been selected in order of seniority.
- b) When posted, schedules shall not be changed unless with mutual consent of the parties, such consent not to be unreasonably withheld, or to adjust to circumstances beyond the Employer's control. The Employer will notify the Union as soon as possible of such circumstances.
- c) When shifts that result from any leave of absence (including but not limited to vacation, sick leave) become available prior to the posting of the Work Schedule, all shifts will be distributed to Part-time staff working in the same department, qualified and available to perform the work in the following order;
 - 1. Part-time staff, in order of seniority, so that each staff has had the opportunity to be scheduled forty-five (45) hours in a pay period;

2. Part-time staff, in order of seniority, so the staff member has had the opportunity to be scheduled sixty (60) hours in a pay period;
3. Part-time staff, in order of seniority, so the staff member has had the opportunity to be scheduled seventy-five (75) hours in a pay period; and
4. Casual staff in order of seniority when part-time staff are not available and based on their availability as submitted in accordance with Article 14.03 d).

* This Article does not apply to Article 14.07 – Call Ins as related to staffing after a schedule is posted.

- d) Regular part-time employees must submit availability at least three (3) weeks prior to the posting of the schedule. Casual employees are required to submit availability in accordance with Article 12.09 three (3) weeks prior to the posting of the schedule.
 1. Failure to submit an availability form in advance to the posting of the schedule will be considered as available for extra shifts.
 2. Employees will be responsible for requesting shift exchanges and/or Leaves in accordance with the Collective Agreement for any scheduled shift once the Work Schedule is posted.
- e) Hours per pay period will be averaged out over a four-week period. The above FTEs on the master rotation in each department shall not be increased or decreased without a Labour-Management meeting to discuss alternatives. These hours shall also be reviewed on an annual basis through a Labour-Management meeting.

14.04 Rest Period

Employees will be allowed rest periods at times approved by their immediate Supervisor with pay as follows:

- a) two (2) fifteen (15) minute rest periods in each eight (8) hours of work; or
- b) one fifteen (15) minute rest period after four (4) hours up to and including five (5) hours of work.

All time worked will be recorded (or punched). Employees will record starting and quitting times.

There shall be a thirty (30) minute unpaid meal break for every shift in excess of five (5) hours. Any employee required by the Employer, to remain on the premise shall be paid for the meal break. The Employer will notify employees, in writing, when they are required to remain on site.

14.05 Shift Exchanges

- a) In the event employees of their own accord, for their own personal convenience arrange to change shifts with appropriately qualified other employees, the employee(s) shall submit a written request to the Employer with as much notice as possible of a shift exchange but not less than seventy-two (72) hours in advance of the shift, unless there are circumstances beyond the employee's control in which case the request need not be in writing, notice must then be given to management verbally. However, these exchanges **MUST** still be approved by your manager. Where such changes occur the provisions relating to overtime and time off between shifts do not apply.
- b) Once the schedule is posted, employees of their own accord, for their own personal convenience can arrange to give away shifts with appropriately qualified other employees going by the seniority rotating list. The employee(s) shall submit a written request to the Employer unless there are circumstances beyond the employee's control in which case the request need not be in writing, notice must then be given to management verbally. However, these changes **MUST** still be approved by your manager. Where such changes occur, the provisions relating to overtime and time off between shifts do not apply.
- c) Employees may request changes to the schedule in the event of illness or emergencies. Any employee who is unable to report for scheduled work hours shall give the Employer a minimum of five (5) hours advance notice for evening and night shifts and two (2) hours advance notice for day shifts that they will be unable to report for work as scheduled. It is understood that should an emergency arise the employee may not be able to inform the Facility within these time frames.

14.06 Time Off Between Shifts

There shall be a minimum of eleven (11) hours rest between scheduled shifts.

Employees required to start a new shift within eleven (11) hours of completing their previous regularly scheduled shift shall be paid at the rate of time and one-half (1½) for all hours which fall within the eleven (11) hour turnaround time.

This language does not apply where the employee voluntary exchanges shifts.

14.07 Call Ins

- i) An employee who has been requested to report for work shall receive a minimum of three (3) hours pay at their regular straight time hourly rate or time and a half their regular straight time hourly rate as the case may be.
- ii) The Employer shall continue their current practice of the even distribution of call ins on a seniority rotating basis in each department. Should the call

in not be filled from within the department it shall be offered outside the department on a seniority rotating basis to qualified employees.

- iii) Annually, in January, employees shall provide in writing to their direct non-union supervisor their intent to be available for their department call in over the following year. At the same time an employee already qualified who wishes to be considered for call in outside their department shall inform in writing their direct non-union supervisor of their intent.
- iv) A casual employee who doesn't reply to a call in offer or who refuses a call in offer eight (8) times within a three (3) month period may be terminated.

14.08 Distribution of Hours

- a) The Employer shall make every reasonable effort to distribute hours of work for part-time employees in a given classification as equitably as possible amongst the staff that are willing and able to do the work.
- b) Where the Employer requests that the employee report for non-scheduled duty and such request is not received by the employee one hour in advance of the starting time required, said employee will not be docked time should they be unable to arrive for the shift for the first forty-five (45) minutes.

ARTICLE 15 – OVERTIME

15.01 Overtime Defined

Overtime shall be paid for all hours authorized by the Employer and worked over seventy five (75) hours bi-weekly at the rate of time and one-half (1½) the employee's regular rate of pay. When management requests an employee to work longer than their scheduled eight (8) hour shift; and the employee agrees to work such additional hours, the employee shall receive one and one-half (1½) times their regular rate of pay for all hours worked in excess of the eight (8) hours for their regularly scheduled shift. (Overtime would only apply after seven and one-half (7.5) hours of eight (8) hours of working time.)

15.02 Overtime Rates

The overtime rate, shall be time and one-half (1½) the employee's straight-time hourly rate. There shall be no pyramiding of overtime.

ARTICLE 16 – HOLIDAY

16.01 Paid Holidays

- a) The following shall be recognized as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- b) If another provincial or municipal holiday is proclaimed during the term of this Agreement, such additional proclaimed holiday will be added to those enumerated holidays in 16.01 a).

16.02 Holiday Qualifications

In order to be entitled to a statutory holiday with pay, the employee must have:

- a) Worked their last scheduled working day before the holiday, and their first scheduled working day after the holiday (as per the *Employment Standards Act, 2000*), unless excused by medically-substantiated sickness or approved leave of absence for which the employee is being remunerated through the Employer.
- b) An otherwise eligible employee will not be entitled to a statutory holiday with pay if the employee has agreed to work on the holiday and fails to report for and perform such work unless a reasonable explanation is given by the employee which is satisfactory to the Employer.

16.03 Payment for Holidays

- a) An otherwise eligible employee required to work on a paid holiday shall receive pay at a rate of time and one half (1½) their regular rate of pay for all time worked.
- b) An employee eligible for holiday pay who is required to work on a paid holiday shall receive pay at a rate of time and one half (1½) their regular rate of pay for all time worked. In addition, the employee shall receive holiday pay at their regular rate or the employee may elect to take another day off with pay within sixty (60) days after earning the statutory holiday, and at a time mutually agreeable between the employee and the Employer.

16.04 Holidays for Days Off

When a statutory holiday falls on a day that is not ordinarily a working day for an employee, or during the employee's vacation, the employee is entitled to a substitute holiday off with statutory holiday pay.

16.05 Christmas or New Year's Off

- a) The Employer will endeavour to give each employee four (4) consecutive days off at either Christmas or New Year's. It is understood that employees shall alternate time off at Christmas or New Year's, unless mutually agreed between the employees and the Employer to work.
- b) Christmas and New Year's Schedules

Employees will indicate their preference to work either Christmas or New Year's, with indication of the holiday they worked in the past year, by October 31st.

The Christmas and New Year's schedule shall be posted by November 15th of each year.

16.06 Floating Days

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

ARTICLE 17 – VACATIONS

17.01 Length of Vacation

For the purpose of calculating eligibility, the vacation year will be the period from July 1st to June 30th of the following year.

- (a) All employees with less than four (4) years of service as of June 30th in any given year, will be granted two (2) weeks' vacation, with pay, at four percent (4%) of their total gross earnings accrued up to and including June 30th of any given year.
- (b) Employees with four (4) years but less than eight (8) years as of June 30th in any given year will be granted three (3) weeks' vacation, with pay, at six percent (6%) of their total gross earnings.
- (c) Employees with eight (8) years of service but less than twelve (12) years as of June 30th in any given year will be granted four (4) weeks' vacation, with pay, at eight percent (8%) of their total gross earnings.
- (d) Employees with twelve (12) years of service but less than twenty (20) years of service as of June 30th in any given year will be granted five (5) weeks' vacation, with pay, at ten percent (10%) of their total gross earnings.
- (e) Employees with twenty (20) years of service but less than twenty-five (25) years of service as of June 30th in any given year will be granted six (6) weeks' vacation, with pay, at twelve percent (12%) of their total gross earnings.

- (f) Employees with twenty-five (25) years of service or more as of June 30th in any given year will be granted seven (7) week's vacation, with pay, at fourteen percent (14%) of their total gross earnings.
- (g) Part-time and casual employees shall receive their vacation pay twice a year on the last pay in June and the last pay in December of each year.
- (h) Vacation pay shall be on a separate cheque from regular pay.

17.02 Vacation Pay on Termination

An employee who leaves employment with earned vacation to their credit shall be paid the unused portion of their vacation credits. An employee who has used vacation leave credits not yet earned will be required to reimburse the Employer for the unearned portion of the vacation leave.

17.03 Vacation Schedules

The periods at which employees will be scheduled to take vacations will conform to the requirements of the Employer's operations. The Employer will post a vacation schedule for each classification, twice per year by April 1 and October 1 for the following six (6) months. Employees will signify their preference choice in order of seniority by April 15 and October 15. Confirmation of vacation requests will be posted by May 1 and November 1. In the event that there is a conflict in the selections by the employees, such conflicts will be resolved on the basis of seniority in each classification.

Vacation time available after the confirmed vacation request has been posted, will be granted in accordance with the date of request and availability, not seniority.

The Employer will make every reasonable effort to grant an employee the first two (2) weeks of their annual vacation in consecutive weeks off. It is understood that if employees are entitled to a third and consecutive five (5) day period, provided there are no other employees who have not had their two week vacation allotment, the Employer will make reasonable effort to grant the employee with the subsequent vacation allotment. Employees shall be entitled to take vacations in single or more days allotment, up to a maximum of five (5) single days.

17.04 Illness during Vacation

Where an employee qualifies for sick leave as a result of a serious illness, deductions shall be made from such sick leave, but there shall be no deduction from vacation leave for such absence. The period of vacation so displaced shall be reinstated for use at a later date. A medical certificate by a qualified medical practitioner attesting to the seriousness of the illness and obtained at the time of illness will be required. Any cost for the medical certificate will be the responsibility of the employee.

17.05 Unused Vacation

When a vacation request is denied due to staff availability the effected full-time employee may request to carry over a maximum of one (1) weeks' vacation, to be used the following vacation year. Any vacation entitlement not used by a full-time employee by June 30th of each year shall be paid out to the employee in the first pay of July, unless the employee has requested to carry over vacation in accordance with this Article.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 Amount of Sick Leave (Effective January 1, 2020)

Each full-time employee shall receive one (1) day's sick leave for every month of service. An employee may carry over a maximum of ten (10) days from one year to the next, but the total number of days an employee may accumulate including those days that may be carried over will at no time exceed ninety seven and one-half (97½) hours.

18.02 Proof of Illness

The Employer may have the right to require the production of a physician's medical report from an employee, who is ill or injured for more than three (3) days, or from an employee who has been ill or injured, or from an employee who wishes to return to work following an illness or injury. The report will include the physician's opinion as to when or whether the employee will be capable of regularly attending at work in the future. It is understood that requests for such reports will not be unreasonably made. The Employer will pay for one medical certificate annually. Should further medical certificates be required they shall be paid for by the employee.

18.03 Injury Pay Provisions

The Employer agrees that should an employee be injured on the job and be unable to complete their shift as a result, they will be paid for the balance of that shift, without deductions for sick leave.

18.04 Sick Leave Use

An employee may choose to utilize their sick time to:

- a) Engage in personal preventative medical health, dental and optical care for an employee, spouse and/or their child and/or their aging parent;
- b) Attend to the unexpected or sudden illness of the employee's spouse or child and/or aging parent;
- c) Attend to emergency situations which prevent the employee from reporting for duty.

For the purpose of this article (18.04) such sick leave usage shall be in full days unless otherwise agreed upon by the parties.

Permission will not be unreasonably withheld provided fourteen (14) days notice is given in advance. For requests falling less than fourteen (14) days, the Employer's consent will not be unreasonably denied.

The Employer may have the right to require evidence reasonable in the circumstances that the employee is entitled to emergency leave.

18.05 WSIB Language

- i) All employees shall be covered by the *Worker's Safety and Insurance Act*.
- ii) An employee receiving payment for the compensable injury or illness under WSIB shall accumulate seniority as set forth in the *Workplace Safety and Insurance Act*.
- iii) While on WSIB benefits, the Employer shall continue to pay its share of all premiums for the employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the *Workplace Safety and Insurance Act*.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 General Leave

Where practicable, the Employer shall have the discretion to grant a leave of absence with or without pay for legitimate reasons, provided only that the Employer receives at least three (3) weeks advance notice in writing (except in cases of emergency) and provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer and such discretion shall not be unreasonably exercised. Applicants, when applying must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing, within one week of receipt of the request.

Employees must provide at least two (2) weeks' notice of intent to return to work.

No employee will accumulate seniority, vacation allowance, be paid for holidays, nor will any other benefits in this Agreement accrue or be paid while the employee is on leave of absence, unless dictated by legislation or other Articles in this Collective Agreement. Seniority and other accumulated credits established at the point of leave will be reinstated upon return to work.

It is understood that employees who are on approved leaves of absence with pay shall retain and accumulate seniority.

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

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, sick leave or any other benefits under any provisions of this Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduce on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence, except that the Employer will continue to pay its share of the premiums while an employee is in receipt of W.S.I.B. benefits and during a pregnancy and parental leave, unless the employee fails to pay their contributions

19.02 Leave for Union Function

Leaves of absence without loss of seniority and service shall be granted upon two (2) weeks written request to the Employer, where possible, to not more than two (2) employees who are elected or appointed to represent the Union at Union functions, for a period not to exceed twenty-five (25) days annually and no more than five (5) consecutive days. The Employer shall pay the employees their normal wages, benefits and payroll taxes while on such leave, and the Union shall reimburse the Employer. The Employer may grant such leave of absence to additional employees, subject to reasonable operational and scheduling requirements.

19.03 Bereavement Leave

When a death occurs in the immediate family, as defined in Article 2.06 h), of an employee who has successfully completed probation, such employee shall be granted a paid leave of absence for up to four (4) days for the funeral. One or more days can be held to attend a celebration of life or internment at a later date.

As per Article 2.06 h), death of family other than immediate family, an employee shall be granted a paid leave of absence of one (1) day for the funeral.

19.04 Pregnancy and Parental Leave

The Employer will comply with the requirements of the *Employment Standards Act* with respect to maternity leave, parental leave and adoption leave.

19.05 Jury or Court Witness Duty

Employees shall be paid for days lost to attend at Jury Duty as per applicable legislation.

19.06 Education Leave

The Employer may grant an employee leave of absence without pay, and without loss of seniority and benefits, to write examinations to upgrade employee's employment qualifications as they relate to employment in the Residence. Such request shall not be unreasonably denied.

19.07 Leave of Absence Rules

Notwithstanding Article 11.04 (Loss of Seniority), employees who are on an approved leave of absence, will not engage in gainful employment while on such leave, without authorization, and if an employee does engage in gainful employment, without authorization while on such leave they will forfeit all seniority rights and privileges contained in this Agreement and will be deemed to have terminated their employment. Such authorization will not be unreasonably withheld.

Additional unpaid leave may be granted if individual circumstances warrant, and at the discretion of the Executive Director, such leave shall not be unreasonably withheld.

An employee who has been granted leave of absence of any kind and who overstays their leave will be considered to have terminated their employment without notice unless a reasonable explanation is given by the employee to the Employer.

Employees shall not be entitled to paid holidays which may fall during the period of an unpaid leave of absence.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCE

20.01 Shift Premium

The Employer agrees to pay a shift premium of forty-five cents (45¢) per hour to employees for each hour worked between the hours of 11 p.m. and 7 a.m. Effective September 1, 2024, this premium shall increase to fifty cents (\$0.50) per hour.

Weekend Premium

Employees shall be paid a Weekend Premium of an additional thirty-five cents (\$0.35) per hour for all hours worked between 7 a.m. Saturday to 7 a.m. Monday. Effective September 1, 2024, this premium shall increase to forty cents (\$0.40) per hour. Effective May 1, 2025, this premium shall increase to forty-five cents (\$0.45) per hour. Effective May 1, 2026, this premium shall increase to fifty cents (\$0.50) per hour.

20.02 Clothing Allowance

To be paid the first full pay period of September annually for active employees.

Full-time to receive one hundred and thirty-five dollars (\$135.00). New full-time employees shall receive a monthly uniform allowance payment of eleven dollars and twenty-five cents (\$11.25) until the end of the calendar year in which they are hired.

Part-time to receive eighty-five dollars (\$85.00). New part-time employees shall receive a monthly uniform allowance payment of seven dollars and eight cents (\$7.08) until the end of the calendar year in which they were hired.

Maintenance Personnel to receive two hundred and sixty dollars (\$260.00).

As a condition of employment, all employees who are required to wear a uniform shall report to work with the approved uniform or they shall not be allowed to work their respective shift(s) and may be subject to disciplinary action.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 Change of Carriers

Should a change in carrier be contemplated, in order to notify their membership, such change shall be discussed with the Local before the change is implemented. No such change shall result in a reduction in benefit as a package.

21.02 Extended Health Care Benefits

Every full-time employee shall be offered membership in the Employer's Group Insurance Plan.

- a) Drug Plan: \$25.00/\$50.00 deductible. The Employer will pay fifty percent (50%) of the billed premium for eligible employees, provided that participating employees pay the remaining fifty percent (50%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan. Premium payments shall be through payroll deductions. Eighty percent (80%) co-insurance.
- b) Vision Care: The Employer shall provide two hundred dollars (\$200.00) every two (2) years for those full-time employees, who purchase prescription or complete an eye examination during this period of time and provide the appropriate receipts for such purchases or services. The Employer will pay one hundred percent (100%) of the premium cost of the plan. Effective April 1, 2022 (date of renewal of current benefits package) this coverage will increase to the amount of two hundred and fifty dollars (\$250.00) and the cost of the eye exam will be negotiated in the benefit package.

21.03 Dental Benefits

The Employer will pay fifty percent (50%) of the billed premium for eligible employees, provided that participating employees pay the remaining fifty percent (50%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan. Premium payments shall be through payroll deductions. It is agreed that this plan will provide a current O.D.A. fee schedule, as amended from time to time, with eighty percent (80%) co-insurance.

21.04 Health and Welfare – Premium in Lieu

Part-time employees shall receive seven percent (7%) in lieu of all full-time benefits for all hours worked.

ARTICLE 22 – GENERAL CONDITIONS

22.01 Bulletin Board

The Employer agrees to make available to the Union four (4) bulletin boards, erected in the Housekeeping, Kitchen and Nursing Departments and Staff Room. This space shall be used by the Union.

The Employer agrees that notices concerning Union activities may be posted on a bulletin board provided by the Employer. All Union notices must be signed by proper officials of the Local Union and submitted to the Employer for approval before being posted. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Employer, without the Employer's approval. No change shall be made in any such notice either by the Employer or by the Union after it has received approval by the Employer. Such approval will not be unreasonably denied.

22.02 In Service Education

When mandatory attendance at in-service education and staff meetings is required by the Employer, outside an employee's regular working hours, the employee shall be paid their regular hourly rate for all time spent in attendance and not subject to minimum reporting allowance.

22.03 CPR Training

Health Care Supervisors, defined as RNs, RPNs and UCPs are expected to have valid CPR certification upon being hired, or agree to complete such training by the end of their probationary period. The cost of acquiring such certification will be the responsibility of the employee. The Employer shall pay the cost of annual retraining / updating for Health Care Supervisors only.

22.04 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and change and store their clothes.

- 22.05 Recent amendments to labour legislation resulting from the passing of Bill 148 and amending such legislation as of April 2, 2018 shall constitute minimum rights and benefits for the purpose of this agreement, and where a conflict arises – the superior benefit will prevail.

ARTICLE 23 – RETROACTIVITY

23.01 Wage Increases “Across the Board”

May 2, 2024 – 4.0%
May 2, 2025 – 3.5%
May 2, 2025 – 3.5%

Increases to the salary schedule shall be retroactive to May 2, 2024. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between May 2, 2024 and May 1, 2027 they shall be entitled to the prorated amount of such payments.

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

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

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

ARTICLE 24 – CONTINUATION OF ACQUIRED RIGHTS / AGREED CHANGES

- 24.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

- 24.02 Any mutually agreed changes to this Collective Agreement shall form part of this Agreement and as such all differences arising between the Employer and employee as to the interpretation, application, administration or alleged violation

of this Agreement may become subject to the grievance and arbitration procedure.

ARTICLE 25 – TERM OF AGREEMENT

Effective Date

The term of this Agreement shall be from May 2, 2024 to May 1, 2027 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

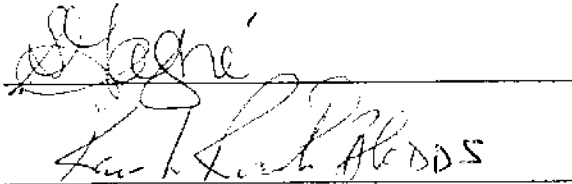
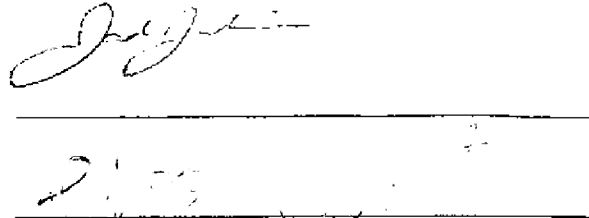
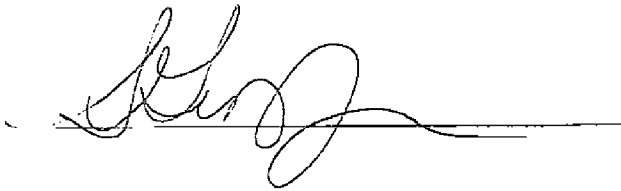
Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed in Pembroke this 8th day of January 2025.

For the Employer

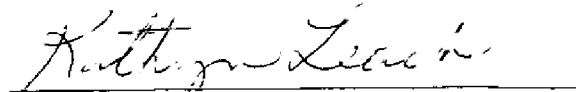
For the Union



Kenneth Hodges



Murdo Bylley



Kathryn Lewis

SCHEDULE A

		Expired	2024-05-02 4%	Ratification	2025-05-02 3.5%	2026-05-02
RPN- Registered	Start	\$27.22	\$28.31		\$29.30	\$30.33
	After 6 months/975 hrs	\$28.05	\$29.17		\$30.19	\$31.25
	After 1 year/1950 hrs	\$28.91	\$30.07		\$31.12	\$32.21
	After 2 years	\$29.75	\$30.94		\$32.02	\$33.14
UCP/RPN Unregistered	Start	\$20.31	\$21.12		\$21.86	\$22.63
	After 6 months/975 hrs	\$20.75	\$21.58		\$22.34	\$23.12
	After 1 year/1950 hrs	\$21.25	\$22.10		\$22.87	\$23.67
	After 2 years	\$21.72	\$22.59		\$23.38	\$24.20
PSW/HCA	Start	\$17.43	\$18.13		\$18.76	\$19.42
	After 6 months/975 hrs	\$17.92	\$18.64		\$19.29	\$19.96
	After 1 year/1950 hrs	\$18.41	\$19.15		\$19.82	\$20.51
	After 2 years	\$18.86	\$19.61		\$20.30	\$21.01
Reception						
	Rate	\$16.55	\$17.21	\$17.46	\$18.07	\$18.70
Aides/DRA						
	Rate	\$16.55	\$17.21	\$17.46	\$18.07	\$18.70
Cook	Start	\$18.67	\$19.42		\$20.10	\$20.80
	After 6 months/975 hrs	\$19.18	\$19.95		\$20.65	\$21.37
	After 1 year/1950 hrs	\$19.60	\$20.38		\$21.10	\$21.84
	After 2 years	\$20.09	\$20.89		\$21.62	\$22.38
Prep Cook						
	Rate	\$16.55	\$17.21	\$17.46	\$18.07	\$18.70
Housekeeper/ Laundry/	Start	\$16.55	\$17.21		\$17.81	\$18.44
	Activity Coordinator	After 6 months/975 hrs	\$16.77	\$17.44		\$18.05
	After 1 year/1950 hrs	\$17.79	\$18.50		\$19.15	\$19.82
	After 2 years	\$18.23	\$18.96		\$19.62	\$20.31
Housekeeping Aide/						
	Activities Aide	Rate	\$16.55	\$17.21	\$17.46	\$18.07
Maintenance Supervisor	Start	\$20.21	\$21.02		\$21.75	\$22.52
	After 6 months/975 hrs	\$20.67	\$21.50		\$22.25	\$23.03
	After 1 year/1950 hrs	\$21.15	\$22.00		\$22.77	\$23.56
	After 2 years	\$21.62	\$22.48		\$23.27	\$24.09
Maintenance Aides						
	Rate	\$16.55	\$17.21	\$17.46	\$18.07	\$18.70

The Housekeeping supervisor wage rates, in addition to the regular percentile increases, will receive a fifty cent (50¢)/hour responsibility adjustment.

The Maintenance Supervisor will receive a fifty cent (50¢) per hour responsibility adjustment.

The Employer shall pay a one hundred dollar (\$100) per month maintenance allowance to the maintenance supervisor for those occasions when they may be required to use their personal vehicle for maintenance work.

The addition of a premium for all hours allocated to Baking shift established at one dollar (\$1.00) per hour.

SCHEDULE B

WORKLOAD REVIEW FORM

Employee to complete all sections:

Date/Time of the occurrence: _____

Date form was submitted to Employer: _____

Site: _____ Unit: _____

Type of work being performed: _____

Number of staff on duty: _____ Usual number of staff: _____

I/We the undersigned believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

To correct this problem, I/We recommend: _____

Name/Title of immediate supervisor notified: _____

Date/Time of notification: _____

Response: _____

Signature of employee(s) Print name(s) below

I/We do not agree with the resolution of our
concern: _____
