

FULL - TIME & PART - TIME

COLLECTIVE AGREEMENT

BETWEEN:

DUNDAS MANOR LIMITED
hereinafter referred to as "The Employer"

and

CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 2991
hereinafter referred to as "The Union"

EFFECTIVE DATE: April 1, 2022
EXPIRY DATE: March 31, 2025

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This Agreement made this 24th day of June 2024.

BETWEEN: DUNDAS MANOR LIMITED hereinafter referred to as "The Employer"
of the first part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2991
hereinafter referred to as "The Union" of the second part

ARTICLE 1-PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties hereto and of this Agreement:

- (a) to maintain harmonious relations between the Employer and the Union and provide settled conditions of employment;
- (b) to recognize the mutual value of joint negotiations in all matters pertaining to working conditions, employment and service;
- (c) to ensure the harmonious and efficient operation of Dundas Manor as a public service institution intended to promote excellent services to its residents;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- (e) to provide for prompt and peaceful adjustment of differences which may arise between employees in the bargaining unit of the Union and the Employer;

and –

- (f) to set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of employees in the bargaining unit of the Union be set forth herein.

ARTICLE 2- MANAGEMENT RIGHTS

- 2.01** The Union recognizes except as modified by the terms of the Agreement, the right of the Employer to:
- (a) Determine and establish standards and procedures for the care and welfare, safety and comfort of the residents in the Nursing Home, and to plan, direct and control the work of the employees;
 - (b) Maintain order, discipline and in connection therewith to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of the Agreement. The Employer will notify the Union Committee of any alterations of the present rules or regulations or of new regulations prior to their implementation; to require a Certificate of Competence as required by Law, for each of the different levels of care provided.
 - (c) Hire, transfer, layoff, recall, promote, demote, classify, assign duties, schedule, discharge, suspend or otherwise discipline employees for just cause; provided that a claim of discriminatory hiring, transfer, layoff, recall, promotion, demotion, classification, assignment of duties or any other alleged violation of this Agreement or a claim that an employee has been discharged, suspended or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided, but the discharge of probationary employees will not be subject to the grievance procedure.

ARTICLE 3- RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 2991, as the sole and exclusive collective bargaining agent for all of its full-time employees being those who work more than twenty-four (24) hours per week and its regular **part-time** employees being those who are regularly scheduled to work less than twenty-four (24) hours per week and casual employees at Dundas Manor, Winchester, Ontario, save and except for supervisor, persons above the rank of supervisor, professional medical staff, registered, graduate and undergraduate nurses, graduate and undergraduate dietitians, office, clerical and technical staff, and students employed during the school vacation period, and hereby agrees to negotiate with the Union, through its authorized committees, with respect to all matters affecting the relationship between the parties, and with the intent of securing peaceful and amicable settlements of any differences that may arise between them.

- 3.02** In this Agreement the terms "Employee" and "Employees" shall mean only members of the above-described bargaining unit.

- (a) **“Full-Time employee” means an employee who is regularly scheduled to work thirty-seven and one-half (37 ½) hours per week.**
- (b) **“Regular Part-Time employee” shall be defined as an employee who is regularly scheduled to work twenty-four (24) hours or less per week.**
- (c) **"Casual Part-Time employee" shall be defined as an employee who works on a relief or temporary basis. The parties agree that such casual employee has the option of refusing work when such work is made available.**
- (d) **Casual Part-Time Availability**

It is agreed that Casual **Part-Time** employees will provide the Employer, by October 15 of each year, with their availability to work either the Christmas or New Years period and at least one (1) weekend (2 shifts) per month throughout the year.

It is agreed that Casual **Part-Time** employees will provide by April 15th of each year, their availability to work for at least four (4) weeks during the period of June 15 - September 15.

Failure to provide and/or meet the above requirement will result in termination of employment.

It is further agreed that this article does not constitute a guarantee of any hours during those or any other period.

3.03 No Other Agreements

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

No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization from the union.

3.04 Right of Fair Representation

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 or advisors shall be permitted access to the Employer's premises in order to deal with any matters arising out of this Agreement, upon first giving notice to the Administrator or Assistant Administrator at Dundas Manor. The Employer shall have a similar right to advisors of its choice.

3.05 Union Officers and Committee Members

Union Officers and committee members shall be entitled upon permission first being obtained from their immediate supervisor, 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, and participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall not be unreasonably held.

3.06 No Strikes or Lockout

In view of the orderly procedure 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 strikes and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (*including the Hospital Labour Disputes Arbitration Act – HLDAA*) and regulations.

ARTICLE 4- HUMAN RIGHTS

4.01 The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee in the matters of hiring, assigning wage rate, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification or discharge, by reason of age, race, creed, colour, ancestry, national origin, religion, sexual orientation, political affiliation or activity, gender, family status, place of residence or handicap, nor by reason of membership or activity in the Union.

4.02 It is the policy of Dundas Manor to ensure that the working environment is positive and employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the work force to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that victims of harassment are to register complaints without reprisal.

Harassment is a form of discrimination and includes personal harassment. Harassment shall be defined as any improper behaviour by a person which is offensive to any employee and which that person knows, or ought reasonably to have known, would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a onetime or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

Bullying is inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, by one or more persons against another or others at Dundas Manor and/or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work. Every person who is an employee has the right to freedom from bullying in the workplace by the employer or agent of the employer or by another employee(s).

- 4.03** The parties to this Agreement will work together to ensure that all employees, and CUPE members, understand their personal responsibility to promote a harassment-free environment.

ARTICLE 5- UNION MEMBERSHIP

- 5.01** As a condition of employment, all employees shall become and remain members in good standing of the Union, according to its constitution and by-laws.

ARTICLE 6- CHECK-OFF OF UNION DUES

6.01 **Check-Off Payments**

The Employer shall deduct from every employee's pay and dues levied by the Union and its members. The Union shall indemnify and save the Manor harmless with respect to all Union dues deducted and remitted.

6.02 **Deductions**

Deductions shall be forwarded in one (1) cheque to the National Secretary-Treasurer of the Union not later than the 20th day of the month next following the month for which the dues were levied. The cheque shall be accompanied by a list of names, department numbers, wage rates, amounts of dues deducted from the wages of each employee, as well as the total number of hours worked by **part-time** employees.

6.03 **Dues Receipts**

At the time that Income Tax (T-4) slips are prepared and made available to employees, the Employer shall type on such slips the amount of union dues paid by each employee in the previous year.

ARTICLE 7- EMPLOYER AND UNION SHALL ACQUAINT PROSPECTIVE EMPLOYEES

7.01 Prospective Employees

The Employer agrees to acquaint prospective employees with the fact that this Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union membership and dues check-off.

7.02 Interviewing Opportunity

Within fifteen (15) working days, an employee's immediate supervisor shall introduce the new employee to her Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee, within regular working hours and with pay, for a maximum of fifteen (15) minutes during the first month of the employee's employment, for the purpose of acquainting the new employee with the terms of this Agreement. At each such meeting the officer of the Union shall provide the new employee with a copy of this Agreement.

ARTICLE 8- CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement or incidental hereto shall pass to and from the Administrator or designate of Dundas Manor and the President and the Recording Secretary of the Union, unless otherwise agreed by the parties or their representative(s).

8.02 Bulletin Board

The Employer shall provide a bulletin board which shall be placed, in a location so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

ARTICLE 9- LABOUR MANAGEMENT BARGAINING RELATIONS**9.01 Representatives**

The Employer shall neither bargain nor enter into any employment agreement with any employee within the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be spokesperson. In this regard, the Union shall supply the Employer with a list of its officers and authorized representatives, and the

Employer shall supply the Union with a list of its supervisory personnel with whom the parties hereto may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) employees who are members of the Union. The Union shall advise the Employer of the names of such committee members.

9.03 Function of Union Bargaining Committee

All matters pertaining to conditions and hours of work, rates of pay, employee benefits, and all other matters of collective bargaining, shall be referred by the Union Bargaining Committee to the Employer at the appropriate time for discussion and negotiations.

9.04 Time Off for Meeting

Any employee who is a member of the Union Bargaining Committee shall have the right to attend bargaining meetings held within working hours, provided however, that such attendance shall be subject to Article 24.01 of this Agreement.

9.05 Information Requests

Within fourteen (14) days of a request in writing by the Union, the Employer shall make available to the Union, information with respect to job descriptions, job classifications, wage rates, lists of employees, employee benefits, employee manuals, and the Employer's rules, regulations, policies, practices and directives, provided that the Employer is in possession of same, and provided that the information is required by the Union only for the purpose of collective bargaining with the Employer.

ARTICLE 10- LABOUR MANAGEMENT COMMITTEE

10.01 Establishment of Committee

- (a) A Labour-Management Committee shall be established consisting of not more than three (3) representatives of the Union and the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the residents and the public, and job security for the employees.
- (b) In all meetings between the parties, the Union shall have the right to be assisted by a representative of CUPE and the Employer shall also have the assistance of their representative when they wish.

Both parties will advise the other in advance if they are bringing a representative.

10.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees;
- (b) improving and extending services to the residents and the public;
- (c) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).

10.03 Meetings of Committee

The Committee shall meet at least once every two (2) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees who are members of the committee shall not suffer any loss of pay for the time spent at committee meetings. In addition, members of the Labour-Management Committee who are scheduled to work the night shift of the day the Labour-Management Meeting shall be entitled to the night off if the meeting extends beyond 3:00 pm.

10.04 Chairperson of the Meeting

A representative of the Employer and the Union shall be designated as joint chairperson(s) and shall alternate in presiding over meetings and preparing notices and agendas.

10.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared by the Employer and the Union on a rotating basis and mutually agreed and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within one (1) week after they are prepared and signed.

10.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the union or the Employer, and does not have the power to bind either the Union, its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 11- COPIES OF AGREEMENT

11.01 The Union and the Employer desire all employees to be familiar with the provisions of this Agreement and their rights and obligations under it. The Employer therefore agrees to arrange for the printing of this Agreement in font size 12 – 14, in sufficient copies for distribution to all employees, within sixty (60) days of its execution, provided that the cost of such printing shall be borne equally by the parties to this Agreement.

ARTICLE 12- GRIEVANCE PROCEDURE**12.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and prompt procedure for grievance settlement, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. A Union Steward may assist any employee whom that steward represents in the preparation and presentation of her grievance in accordance with the grievance procedure set out herein.

12.02 Names of Union Stewards

The Union shall notify the Employer in writing of the names of each Union Steward, the department(s) they represent, and the name of the Chief Union Steward, before the Employer shall be required to recognize them pursuant to this agreement. A total of three (3) stewards shall be recognized.

12.03 Grievance Committee

The Grievance Committee shall be composed of the President, Secretary and Chief Steward of the Union, together with that Union Steward directly involved with the grievance. All correspondence concerning grievances will be given to the Secretary of the Union, with a copy given to the applicable member of the Grievance Committee.

12.04 Permission to Leave Work

The Employer agrees that the Union Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes or presenting adjustments with respect to the Agreement. The Union recognizes that each Union steward is employed on a full-time basis by the Employer, and agrees that they will not leave their work during working hours except to perform their duties under this agreement, but the time spent performing such duties shall be subject to Article 24.02 of this Agreement. Therefore, no Union Steward shall leave her work without first obtaining the permission of her supervisor, which permission shall be given in one hour and will not be unreasonably withheld.

12.05 Definition of A Grievance

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

12.06 Settling of Grievance and Grievance Procedure

The parties shall make an earnest effort to settle grievances fairly and promptly in the following manner:

Complaint Stage:

If the employee has a complaint, he or she may request the assistance of a steward and shall, wherever possible, discuss the matter with the immediate supervisor, or, if necessary, file a written complaint within ten (10) working days after the circumstances giving rise to the complaint having originated or occurred. The immediate supervisor shall reply in writing within five (5) working days. Failing a settlement, the employee may proceed to Step 1 of the Grievance Procedure.

STEP 1

If the grievance is not settled, it shall be put in writing and within five (5) working days, refer the matter in writing to her immediate supervisor, who shall give her answer, in writing, to the Union within five (5) working days following the date on which the grievance was delivered.

The grievance form shall specify the nature of the complaint, the remedy requested and the articles violated.

STEP 2

Failing a satisfactory settlement being reached in Step 1, the Grievance Committee shall submit the written statement of the grievance to the Administrator or his/her designate of Dundas Manor within five (5) working days of the decision of the supervisor/department head being given.

The Union and the Employer shall meet at a mutually agreeable time, but not later than ten (10) working days following the request of either party for such meeting, to discuss the differences.

The Administrator shall render his/her decision in writing to any member of the Grievance Committee within five (5) working days.

STEP 3

Failing a satisfactory settlement being reached in Step 2, the Union may submit the grievance to arbitration in accordance with this Agreement, provided however, that the written notice of the request to submit the grievance to arbitration is first given by the Union to the Employer within fifteen (15) days of the decision of the Administrator being given.

12.07 Right to be Present

At each step of the Grievance Procedure the aggrieved employee shall have the right to be present.

12.08 Policy Grievance

Where a dispute involving a question of general application or interpretation with respect to this Agreement occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

12.09 Deviation from Grievance Procedure

After a grievance has been initiated, neither the Employer nor its representatives shall enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee, without the consent of the Union.

12.10 Failure to Act Within Time Limits

If the aggrieved employee, the Union or the Employer fail to process a grievance to the next step in the grievance procedure within the time limits specified in this Article, then that grievance shall be deemed to be abandoned, but another aggrieved employee or the Union will not be precluded from initiating or continuing a similar grievance in respect of such other employee.

12.11 Employer's Grievance

It is expressly understood that the Employer has the right to initiate its own grievance where it believes that any employee, group of employees, representative of the Union, or the Union itself has violated or acted in a manner inconsistent with this Agreement. An Employer's grievance shall be initiated at Step 2, except before such initiation the grievance will be presented in writing to the President of the Union.

12.12 Definition of Working Days

Working days shall be defined as Monday to Friday for the operation of the Grievance Procedure and shall not include Saturdays, Sundays or paid holidays.

ARTICLE 13- ARBITRATION AND MEDIATION**13.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party to this Agreement, and shall indicate the name and address of its nominee to the Board of Arbitration. Within five (5) days of receipt of such request, the other party shall answer by registered mail indicating the names and addresses of its nominee to the Board of Arbitration. The two (2) nominees shall select an impartial chairperson. Notwithstanding the above, the parties may agree, by mutual agreement, to select a single arbitrator in lieu of a Board of Arbitration.

13.02 Failure to Appoint

If the party receiving the request referred to in Article 13.01 fails to appoint its nominee within the time provided therein, or if the two (2) appointed nominees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Ministry of Labour upon the request of either party, which request shall be copied to the other party. No person shall be appointed as a nominee to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.

13.03 Board of Arbitration

In resolving disputes, a Board of Arbitration constituted hereunder shall have regard to the real substance of the matters in dispute and the respective merits of the position of the parties, shall apply principles consistent with the Labour Relations Act, and not unnecessarily bound by a strict legal interpretation of the issues in dispute. The Board of Arbitration shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence would be admissible in a court of law.

13.04 Decision of the Board of Arbitration

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on and against all parties to the proceeding. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions, or to make any decision contrary to the provisions of this Agreement. However, the Board shall otherwise have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

13.05 Disagreement on Decision

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

13.06 Expenses of the Board

Each party shall pay:

(a) the fees and expenses of the nominee it appoints

and

(b) one-half (1/2) of the fees and expenses of the Chairperson.

13.07 Amending of Time Limits

The time limits set out in this Agreement in respect of both the grievance and arbitration procedures may be extended only by agreement of the parties, and the time limits in this Agreement are otherwise mandatory. A written request for an extension of time shall not be unreasonably withheld.

13.08 Witnesses

At any stage of the grievance or arbitration procedures, the parties and the Board of Arbitration shall have the assistance of any necessary witnesses.

All reasonable arrangements shall be made to permit the parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.09 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.

ARTICLE 14- DISCHARGE, SUSPENSION AND DISCIPLINE**14.01 General**

In the event that the Employer takes disciplinary action against an employee which results in the suspension or discharge of that employee, the procedure set out herein shall be followed.

14.02 Discipline Procedure

The employee shall be given notice in writing by the Employer, which notice shall set out the reasons for the disciplinary action and the penalty. The penalty shall be effective at the time set out in the notice, but the employee may grieve the disciplinary action and the penalty in accordance with the grievance procedures set out in this Agreement. In addition, the Employer shall provide a copy of such written notice to the Union.

14.03 Right to have a Steward Present

An employee shall have the right to have her Union Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the interview in order that the employee may contact a Union Steward or other Union Officer to be present at this interview.

14.04 Personnel Records

An employee shall have the right at any reasonable time to have access to and review her personnel record or file, and to make copies of the material contained therein. Any disagreement as to the accuracy of the information contained in the record or file may be the subject of a grievance and the eventual resolution thereof shall become part of the employee's personnel record or file.

14.05 Clearing of Employee Record

The personnel record or file of an employee shall be cleared after a period of fifteen (15) months from the date of any disciplinary action having been taken by the Employer, to remove any indication of such action, but the Employer will not be precluded from adducing evidence, in respect of any repeated or directly related incidents of similar misconduct of an employee, in any arbitration proceedings, notwithstanding the clearing of such record or file.

ARTICLE 15- SENIORITY

15.01 Definition

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be one of the criteria used in determining preference or priority for promotion, transfer, demotion, layoff and recall. Seniority shall operate on a bargaining unit-wide basis.

A **part-time** employee shall accumulate seniority on the basis of one year for each 1725 hours worked. While **part-time** employees may accept Temporary Full-time/**part-time** work in excess of 1725 hours in a calendar year, no employee can accrue more than one (1) year of service/seniority in any calendar year.

15.02 Seniority List

The Employer shall maintain a seniority list showing the current classification of each employee as well as the seniority accumulated. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on January 1st and July 1st of each year. The seniority list shall be posted as one list.

A new **part-time** employee's name shall not be placed on the seniority list until she has completed her probationary employment as outline in Article 15.03.

If there are no written complaints concerning the seniority list within thirty (30) calendar days following its posting, the list shall be deemed to be accurate. Any errors discovered subsequent to the thirty (30) day period shall be corrected on the next posting.

For the purpose of applying seniority to call-ins/offers of overtime, the seniority will be based upon the most recent posted seniority list. Job postings or layoff will be calculated up to the relevant point in time.

15.03 Probation for Newly Hired Employees

A newly-hired employee shall be on probation until she has actually worked for the Employer for three (3) months full-time or 435.25 hours **part-time**. During her probation period, an employee shall be entitled to all rights and benefits provided by this Agreement, provided, however, that she does not have the right to grieve her discharge, suspension or discipline. After completion of her probationary period, her seniority shall be effective from the date of commencing employment.

15.04 Loss of Seniority

An employee shall not lose seniority if she is absent from work because of lay-off or leave of absence approved by the Employer. An employee shall only lose her seniority and be deemed terminated in the event that:

- (a) she is discharged or suspended for just cause and is not reinstated;
- (b) she resigns or retires; or
- (c) she fails to return to work within five (5) working days following a lay-off and after receiving notice by registered mail to do so. The refusal of an employee to accept recall to employment will otherwise result in the termination of her seniority;
- (d) she is absent from work for more than twenty-four (24) months by reason of lay-off;
- (e) she is absent from work without permission for three (3) working days without notifying the Employer;
- (f) fails to return to work on the expiration of an authorized leave of absence.

15.05 Transfer and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority accumulated to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during her trail period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, she shall be placed in a job consistent with her seniority.

15.06 “An employee who transfers from a regular Full-time to a regular **Part-time** position or vice versa will have their seniority and service calculated in accordance with 1 year = 1725 hours of service.”

“An employee who moves from **Part-time** to Full-time status will maintain their percentage in lieu for the period of time while they are qualifying for benefit coverage in accordance with Article 27.01.”

“Thereafter they shall be eligible for benefit premiums to be paid on their behalf in accordance with Article 27 and pro rata payment of sick leave (Article 23.02) based upon their amount of full time service in the calendar year.”

“These days shall be pro-rated upon the amount of time the employee is classified as Full-time in the calendar year.”

ARTICLE 16- PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a new position in the bargaining unit is created or when a vacancy of a permanent nature occurs therein, or a temporary full-time vacancy, the Employer shall, if the position or vacancy is one it requires to be filled, post a notice of the position on all bulletin boards for a minimum period of one (1) week, so that all employees will know about the vacancy or new position. Such position shall be posted within one (1) week of the vacancy or new position being created. A copy of each posting shall be sent to the Union. No outside job posting or advertisement shall be placed until this article has been complied with.

Employees who are successful in applying for a temporary full-time job will not be considered for other temporary positions prior to the end of their temporary position.

Permanent vacancies created by the filling of the initial vacancy will be posted for a period of **three (3)** consecutive calendar days. Applications for such vacancies shall be made in writing within the **three (3)** day period referred to herein.

Vacancies of sixty (60) days or less that are not posted will be scheduled in accordance with Article 18.04.

Note: Permanent full-time, permanent **part-time** and temporary full-time vacancies expected to exceed sixty (60) days will be the only positions posted.

At the Employer’s discretion, temporary positions of less than 60 days may or may not be posted.

In consultation with the union, vacant temporary part-time positions will be offered to existing part-time employees in the order of seniority commencing with the most senior. If the position remains unfilled after all existing part-time employees have been offered opening, the position will then be offered to the most senior casual employee.

Subsequent Vacancies

When permanent subsequent vacancies must be filled, up to two (2) subsequent postings will be made after the initial posting. Thereafter, the Employer will award the subsequent vacancy(ies) to the senior applicant(s) who applied for the last posting, provided they meet the requirements of Article 16.03.

The criteria for selection of Article 16.03 will apply. Part-time employees filling a temporary full-time job will maintain their **part-time** status for the term of the position.

16.02 Information in Job Postings

Job postings shall contain information with respect to the nature of the position, the qualifications required, and shall set out the applicable hours of work, wage or salary rate or range.

16.03 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties hereto recognize:

(a) the principle of promotion within the service of the Employer;

and

(b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the qualifications in accordance with Article 16.02. Appointments shall be made within three (3) weeks of posting, and the position shall be filled by the successful applicant within one (1) week of appointment.

16.04 Trial Period

The successful applicant, if any, shall be notified immediately following the sooner of her being chosen or the end of the posting period. She shall be given a trial period of 30 days of actual work, during which time she will receive any necessary training for the position. Conditional upon her satisfactory service, the appointment shall be confirmed as permanent after this period of 30 days of actual work. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of her new position, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

16.05 Notification to Employees

Within seven (7) calendar days of the date of appointment to a vacant or new position, the name of the successful applicant shall be posted on all bulletin boards.

16.06 Training Courses

The Employer shall post a notice of any training courses and experimental programs in which it participates and for which employees may be selected. The notice shall contain information with respect to the type of course or program available, the times, duration and location thereof, and the qualifications required for applicants. This notice shall be

posted for a period of two (2) weeks on the bulletin boards in the relevant departments to afford all interested employees an opportunity to apply for such training.

ARTICLE 17- LAY-OFF AND RECALL

- (01) In the event of a proposed lay-off of a permanent or long-term nature, in accordance with the Employment Standards Act, the Home will provide the Union with at least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.
- (02) In the event of a lay-off of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected regular **part-time** and full-time employees as follows:
- * if her service is greater than 9 years: 9 weeks notice
 - * if her service is greater than 10 years: 10 weeks notice
 - * if her service is greater than 11 years: 11 weeks notice
 - * if her service is greater than 12 years: 12 weeks notice

Lay-off Procedure

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

NOTE:

An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly rate.

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

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

No employee shall be entitled to bump into a position in a layoff or recall from layoff that provides for greater hours than they were regularly scheduled for prior to the layoff, except in the case where doing so would result in the Employer seeking outside applicants. In such case, laid off employees will be recalled on the basis of seniority only.

Recall Rights

- (04) (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) An employee recalled to work in a different classification from which she was laid off have the privilege of returning to the position she held prior to the lay-off should it become vacant within twelve (12) months of being recalled.

- (c) No new employee(s) shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- (f) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

Benefits on Lay-Off

- (05) In the event of a lay-off, provided the employee deposits with the Home her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employees are not eligible), the Employer shall pay its' share of the insured benefit premium for a period of up to three (3) months from the end of the month in which the lay-off occurs, or until the laid off employee is employed elsewhere, whichever comes first.
- (06) Employees shall be laid off in the reverse order of their seniority, within the facility, provided that the remaining employees are fully qualified and willing to do the work which is available.
- (07) Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and willing to do the work which is then available.
- (08) NOTE: For purposes of lay-off and recall, full-time and regular **part-time** seniority will be deemed to be merged. It is understood and agreed that if a

regular **part-time** employee bumps a full-time employee as part of the above noted procedure, the regular **part-time** employee is accepting the full-time position only.

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

For these purposes, one (1) year full-time seniority = 1,725 hours **part-time** seniority.

17.06 Grievance of Lay-Off and Recalls

Grievance concerning lay-off and recalls shall be initiated at Step 2 of the Grievance Procedure.

17.07 The Manor shall not be required to give notice or pay in lieu thereof in the event of an emergency or disaster such as fire, flood, act of God, epidemic or circumstances beyond the control of the Manor.

ARTICLE 18- HOURS OF WORK

18.01 Regular Daily Hours

The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week. The regular daily hours of work shall be seven and one-half (7.5) hours of work per day, exclusive of an unpaid thirty (30) minute meal period. Notwithstanding this provision, some employees may be assigned to shifts of shorter duration, eg. 4 hours, etc.

18.02 Regular Weekly Hours

The regular work week shall be thirty-seven and one-half (37.5) hours.

18.03 Working Schedule

The parties agree that the following provisions shall govern the work schedule of employees:

- (a) A one (1) month schedule indicating the hours, shifts and days of the work shall be posted in an appropriate location no later than 12:00 pm on the fifteenth (15th) of the previous month. Should the fifteenth (15th) fall on a weekend or a recognized holiday, the schedule shall be posted by 12:00 pm on the Friday prior to the weekend or such holiday.
- (b) In the event that an additional shift was offered, accepted and no longer required, the said shift can be cancelled with at least twenty-four (24) hours' notice. Failure to give such notice will result in the next shift being paid at time and one-half (1.5) the regular hourly rate. Time and one-half (1.5) will not be paid if the change is the result of an employee request.
- (c) The individual assigned to the shift as an additional shift will be the individual cancelled if the shift is no longer required.
- (d) For scheduling purposes, any additional vacation requests, outside the regular vacation requirements as listed in Article 22.01 – 6 will have to be requested five (5) working days prior to the schedule being posted.
- (e) Weekends off shall be distributed equitably. **Full-time** Employees shall receive at least every second week-end off, except by mutual agreement of the parties hereto. **Part-time employees shall receive one weekend off per calendar month.** A weekend is defined as Saturday and Sunday;
- (f) Not more than five (5) consecutive days of work shall be scheduled for an employee without two (2) days off immediately thereafter except by mutual agreement of the parties hereto; It is understood that **part-time** staff may be temporarily scheduled to work greater hours to cover for vacations, sick leave L.O.A.'s etc.
- (g) The Employer will ensure, except in cases of emergency or where the employee's supervisor requests the employee to work, that an uninterrupted one-half (1/2) hour meal period is provided each day to each employee. Should any part of this meal period be interrupted, the employee shall be given a further meal period equal to the length of the interrupted portion thereof;
- (h) Where Master Schedules exist, the Union shall receive a copy.
- (i) Whenever practical, an employee who is unable to report for her scheduled shift due to sickness or other unforeseen emergency, shall notify her immediate supervisor at the Manor at least two (2) hours before the start of her shift.

- (j) Following a flu outbreak, where the Home is in receipt of an “All Clear” from the Eastern Ontario Health Unit (EOHU), the Employer has up to twenty-four (24) hours during the week, and forty-eight (48) hours during the weekend to restore the regular schedule. For clarity, this means that employees who refuse treatment recommended by the Medical Officer of Health (MOH) cannot make claim to lost shifts during this twenty-four (24) or forty-eight (48) hour period.

In the event of an “all clear”, those who had been exempt from the workplace shall have priority for available call-ins on the basis of seniority.

18.04 Master Rotation

Part-time staff will be scheduled up to a maximum of three (3) shifts per week prior to the schedule being posted starting with the most senior to cover vacations, sick time etc. If an employee is scheduled for a shift that they are unable to do then it is the employee’s responsibility to mutually exchange the shift with your Manager’s approval.

If an employee is unable to meet this requirement, they will have the option of converting to casual status.

The Parties will put a master rotation into effect for all available regular **part-time** employees who are currently employed at the Home in all classifications.

Any shift that becomes available prior to the schedule being posted eg. sick days, statutory holidays, vacations, will be assigned starting with the most senior employee within the classification continuing on a rotating basis up to a maximum of twenty-four (24) hours per week.

Once everyone has achieved twenty-four (24) hours per week, then any additional hours will be given out by seniority starting with the most senior employee on a rotating basis.

Subject to Management Rights to revise the schedule as required with notice to the bargaining unit.

If an employee leaves and the hours must be filled they will either be posted or divided amongst the staff. The intention of this provision is that junior employees will not be offered more work than senior employees within the classification assuming skills and availability are equal.

**For clarification,
Pre Posted Shifts**

The known available shifts (other than posted temporary positions) will be assigned by the Employer in order of seniority within the classification each month for the month following so that as many Regular **Part-Time** employees as possible receive 24 hours per week.

Call Ins/Other Shifts

Thereafter, any other relief shifts that become available will be offered to the next senior regular **part-time** employees until they have received or been offered 24 hours per week.

If at the end of the week, a regular **part-time** employee(s) have not received 24 hours, they will have first opportunity for other call ins / other shifts during the month in order of rotating seniority.

Any shifts in excess of these 24 hours will be offered in order of rotating seniority to all **part-time** staff.

NOTE –

It shall not be a violation of this agreement if staff are passed over to avoid overtime/premium payment or due to the employee being unavailable for a shift.

18.04 (b) Change of Address and/or Telephone Number

It shall be the duty of employees to notify the Employer promptly of any change in their address or telephone number(s). If an employee fails to do this, the Employer will not be responsible for failure of any notice to reach the employee concerned.

18.05 Paid Rest Period

An employee shall be permitted two (2) rest periods of fifteen (15) consecutive minutes in each scheduled work day in an area made available by the Employer, one (1) to be taken in the first one-half (1/2) of the working day and the other one (1) to be taken in the other one-half (1/2) of the working day.

18.06 Shift Exchange

Employees may, with approval of the Employer/Designate, exchange shifts if there is no increase in cost to the Employer. Employees shall be responsible for finding their own replacements and both employees shall co-sign the request. Upon approval by the Employer/Designate of such shift exchanges, the replacement employee becomes responsible for the shift. The number of shift exchanges will be limited to six (6) per month per full-time employee unless an unforeseen circumstance arises. The number of shift exchanges will be limited to six (6) per month per regular **part-time** employee unless an unforeseen circumstance arises. Such exchanges are to be completed within two (2) pay periods. Giveaways will not be permitted. Approval for shift exchanges shall not be unreasonably denied.

ARTICLE 19- OVERTIME**19.01 Overtime Defined**

All time worked in addition to seven and one-half (7.5) hours in a day or seventy-five (75) hours in a pay period shall be considered overtime.

When overtime is available it will be offered to the most senior employee within the classification on the availability list first, then continuing on a rotating basis. If it is declined or there is no answer, then the next person on the list will be called. Additional overtime opportunities will continue from where it last left off.

19.02 Compensation for Work in Addition to Regular Daily Hours

- (a) Overtime work in addition to regular daily hours shall be paid for at the rate of time and one-half (1.5). Employees who are called in on short notice are to work only until the end of the shift unless authorized otherwise. Employees who are scheduled for a shift and are called in for an earlier shift shall be paid for the full shift (eg 7.5 hours). All overtime must be authorized in advance. Employees are responsible for obtaining the authorization from the Registered Staff supervisor on duty, for such overtime and for having it recorded on their time cards. Such authorization shall not be unreasonably withheld.
- (b) **Part-time** employees shall be paid overtime for all hours worked in excess of 7.5 hours when required to work back-to-back shifts. Except for back-to-back shifts, **Part-time** employees who accept an additional shift in a twenty-four (24) hours period, will only qualify for overtime if it results in more than 75 hours in that pay-period.

19.03 Compensation for Work in Addition to Regular Bi-Weekly Hours

Overtime work in addition to regular bi-weekly hours shall be paid for at the rate of time and one-half (1.5).

19.04 Compensation for Work on a Scheduled "Day Off"

Full-time employees who work on any scheduled "day-off" shall be paid at the rate of time and one-half (1.5) except in cases where the employee working the overtime co-signed or requested a change of the posted work schedule.

19.05 Compensation for Work on Paid Holidays Not Regularly Scheduled

Overtime worked on a paid holiday when the employee was not scheduled to work shall be paid for at the rate of time and one-half (1.5), plus another day off in lieu if the employee qualifies for such holiday and except in cases where the employee has co-signed or requested a change in the posted work schedule.

19.06 Sharing of Overtime

Overtime opportunities shall be divided as equitable as possible among employees who are willing and qualified to perform the available work. If an employee works two (2) consecutive shifts, he/she shall have the option of being scheduled off the next scheduled shift if it starts within sixteen (16) hours of the end of the overtime assignment. All overtime declined will be considered as overtime worked for the purpose of equal overtime distribution.

19.07 Overtime During Lay-offs

There shall be no overtime worked by employees while there are available employees on lay-off able to perform the work.

19.08 No Lay-off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

19.09 Turn Around Time (Applies to Full-Time Only)

An employee required to start a new shift within fifteen (15) hours of completing his/her previous shift including overtime, shall be paid at the rate of time and one-half (1.5) for all hours which fall within the fifteen (15) hours turn-around time. This does not apply in cases where the employee working the overtime co-signed or requested a change in the posted work schedule.

19.10 Supply of Meals

An employee required to work more than three (3) hours of overtime shall be provided with a meal. The Employer shall allow a one-half (1/2) hour meal break in excess of three (3) hours.

19.11 Call Back Pay

An employee called back to work and required to work outside of his/her regular working hours shall be paid at the rate of time and one-half (1.5) his/her regular hourly rate for all such hours worked, with a minimum payment equivalent to three (3) hours pay at time and one-half (1.5) her regular hourly rate.

19.12 Call-In Pay

With the exceptions of student aides in Dietetics, an employee who reports for work shall be paid at his/her regular rate of pay for all hours worked with a minimum payment of three (3) hours.

19.13 Call-Ins/Short Notice

Employees will be offered the available shift in order of seniority on a rotating basis commencing with the most senior within the classification. Employees who are unavailable or decline such work will be considered to have been offered the shift. No change of status will occur as a result of this system.

No overtime or premium cost would be incurred by the Home by usage of this system. (For the term of this Agreement only.)

When overtime is available it will be offered to the most senior employee within the classification on the availability list first, then continuing on a rotating basis. If it is declined or there is no answer, then the next person on the list will be called. Additional overtime opportunities will continue from where it last left off.

19.14 Standard Time - Daylight Saving Time

Those employees working the 10:00 p.m. to 6:00 a.m. shift when the change from daylight saving to standard time or vice versa occurs, shall be paid straight time for the exact number of hours worked when it is less than seven and one-half (7.5) hours during the shift. When the number of hours worked in a shift exceeds seven and one-half (7.5) hours the employee shall be paid for the extra hour at time and one-half (1.5) their regular rate of pay.

ARTICLE 20- SHIFT WORK

20.01 Definition of Shift Work

In recognition of the undesirable features of shift work, shift premiums shall apply on all shifts in which any hours are worked between 10:00 p.m. and 6:00 a.m. The shift premiums shall apply in calculating vacation pay.

20.02 Shift Premium

Employees shall receive thirty cents (.30) per hour additional compensation for all shift hours worked.

20.03 Weekend Premium

Employees shall receive a weekend shift premium for hours worked from Friday 3:00 p.m. to Sunday 11:00 p.m. **The weekend shift premium shall apply as follows:
As of June 24, 2024, \$0.45 per hours**
This premium shall be in addition to the regular shift premium.

20.04 Evening Premium

Effective June 24, 2024, an evening premium of \$0.30 per hour where the majority of hours worked fall between 2:00 pm and 10:00pm.

ARTICLE 21- PAID HOLIDAYS

21.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	National Day of Truth and Reconciliation

Should another holiday be proclaimed by the federal or provincial government, one of the above days will be replaced by the statutory holiday and the total number of paid holidays shall not exceed eleven (11).

A shift that begins or ends during a paid holiday where the majority of hours of the shift are worked on the holiday shall be deemed to be work performed for the full period of the shift.

21.02 Qualifying for Holiday Pay

In order to qualify for holiday pay, employees must work their normal scheduled work day preceding and following the holiday except where absence is due to illness or injury or an approved leave of absence. The Employer may if abuse is suspected, request a medical certificate as proof of illness or injury.

21.03 Holiday Pay

An employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one (1) day's pay. The employee shall have the choice of receiving either one (1) day's pay or another day off. The one (1) day off must be taken within thirty (30) days of the said holiday. Any employee who is scheduled to work on such days shall be paid at the rate of double time and one-half (2-1/2), or at the rate of time and one-half (1-1/2) but with another day off with pay. The employee shall have the choice of receiving either 2 ½ or 1 ½ and another day off. The day off must be taken within thirty (30) days of the said holiday.

Part-Time Only

In order to qualify for holiday pay, the employee must work their normal scheduled work day preceding and following the holiday, except where absence is due to illness or injury or an approved leave of absence. The Employer may, if abuse is suspected, request a medical certificate as proof of illness.

An employee shall not be paid for any recognized paid holiday if he/she:

- (a) Has not worked ten (10) days in the four (4) weeks immediately preceding the holiday

21.04 Christmas and New Years Schedule

All staff will work on a rotating basis Christmas or New Years. The Union will be given notice as per Article 18.04. In the event the master rotation needs to change in order to meet the requirement of employees under this article:

Christmas will consist of: Christmas Eve 2:00 p.m. to Boxing Day 2:00 p.m.

New Years will consist of: New Years Eve 2:00 pm. To January 2nd, 6:00 a.m.

Example:

If it is the employee's Christmas to work, they can expect to work the period as outlined above regardless of how their days off on the master rotation fall. In order to meet the scheduling requirements of the Home, schedules that need to change will start with the most junior employee.

Conversely, if it is the employee's year to be off Christmas they can expect to be off the days as outlined above.

- (a) The Christmas and New Year's schedule shall provide for three (3) or four (4) days off at either Christmas or New Year's on an alternating basis unless mutually agreed otherwise. Requests for four (4) days off must be made in writing and will be granted on the basis of seniority and operational requirements. Where requested by an employee to do so, the Employer may change the schedule within the pay period and it will not count as a shift change to accommodate the request.

It is understood that the three (3) or four (4) days off may be composed of unpaid time off, unscheduled days off or the Christmas, Boxing Day or the New Year's Day stat. if the Employee qualifies for it, or any combination thereof.

In order to ensure we can give staff their three (3) or four (4) days off at either Christmas or New Year's, no vacation time will be granted to any employee during the period of December 20th to January 4th in any year.

- (b) It is understood that the employee(s) with the most seniority shall be granted the two (2) holidays off, where possible, before the least senior employee in the classification, should the employee so wish.

21.05 Floating Days

The Employer agrees to grant employees one (1) floating day off with pay to be taken on the day mutually agreed upon between the Employer and the employees. Employees must be on staff for a period of six (6) months in order to qualify for a Float Holiday.

ARTICLE 22- VACATIONS

22.01 Vacation and Vacation Pay

1. A full-time employee shall receive annual vacation and in accordance with her length of service as follows:

(This entitlement to be determined by May 1st. in any year)

<u>Amount of Service</u>	<u>Entitlement</u>	<u>Part-Time/Full-Time</u>
Less than 1 year	5/6 of a day/month	4%
1 year but less than 3 years	2 weeks maximum	4%
3 years but less than 9 years	3 weeks maximum	6%
9 years but less than 13 years	4 weeks maximum	8%
13 years but less than 23 years	5 weeks maximum	10%
23 years but less than 30 years	6 weeks maximum	12%
30 years plus	7 weeks maximum	14%

The percentage (%) is based on annual wages for full-time and **part-time**. Effective, January 1997 full-time employees will receive paid vacation time as per the attached.

The vacation entitlement for employees with 30 or more years of service shall apply effective January 2023.

For purposes of vacation entitlement, service is defined as actual work or leave of absence paid by the Employer and/or applicable legislation.

2. Full-time employees shall receive vacation pay in accordance with equivalent time off.
3. **Part-time** employees shall receive their vacation pay (percentage) which shall be paid out twice a year in June and December on the 1st pay of the month. There shall be separate cheques for vacation pay for **part-time** employees.

4. Upon the employee's request in writing at least one (1) month prior to the end of the employee's vacation year, the Home in its' discretion may allow the employee to carry over to the next vacation year five (5) vacation days. Such days must be taken between January 1st and December 31st of the following year.
5. Full-time employees shall be entitled to five (5) scheduled working days off for each week of vacation entitlement. No more than 10 HCA/PSW staff shall be off on vacation/LOA at any one time. This number may be amended by the employer based upon the availability of relief staff. Staff cannot apply to book vacation time off for the weekends only.
6. Full-time and regular **part-time** employees are to submit their applications to their supervisor for approval by April 15th of each year. The vacation schedule will be posted by May 30th for the next twelve (12) months. Thereafter, if there is a conflict between two or more bargaining unit employees, seniority shall be the deciding factor. Employees applying for vacation time off after May 30th shall submit their requests, five (5) working days prior to the schedule being posted. Once the schedule is posted, vacation requests may be submitted and a written reply will be given within seven (7) days.
7. If an employee does not schedule their vacation prior to February 1st of the following year, the Home will bring this to the employee's attention and if the employee does not schedule their vacation, it will be scheduled for them so it will be taken by May 14th.
8. All regular **part-time** employees will be required to take a minimum of two (2) weeks vacation per year.

Part-time vacation must be taken in blocks of no less than one (1) week with the exception of **part-time** staff who are regularly scheduled to work 5 days per week. For a **part-time** employee, a vacation week is regarded as five (5) consecutive calendar days. It is agreed by the parties that given the other benefits within this agreement, this provision is in keeping with the ESA. For full-time employees, a week is considered to be seven (7) consecutive calendar days, including (on average) five (5) days absent from scheduled shifts.

(a) For clarification, and subject to 21.04, it is understood that vacation days shall be booked off in blocks of one (1) full week during the period June 1st. to September 15th. However, employees may book single days off at other times of the year.

9. An employee shall receive an unbroken period of vacation of not less than one (1) week unless mutually agreed upon between the employee and the Employer.

A week shall be seven (7) consecutive calendar days.

Full Time Pay Calculation - Clarification

The parties have reviewed the contract and particularly Article 22, the Letter of June 6, 1996 and Article 24.09 and agree to the following to calculate Vacation Pay for Full Time Vacation and Vacation Time Off for Full time staff. **Part-time** staff will continue to be paid as they do now.

1. A Full-time employee who qualifies for eg. Four (4) weeks vacation and who reports for work as scheduled during the year is entitled to four (4) weeks vacation with four (4) weeks pay.
2. As per the language on page 33, if an employee is
 - a) actually at work, or
 - b) is using their (up to) eight (8) days paid sick leave, or
 - c) is on a paid stat holiday, or
 - d) has taken other paid vacation previously earned, or
 - e) is on Pregnancy Leave as per the ESA (17 weeks), or
 - f) paid bereavement leave or Jury Duty Leave,

they will continue to get their four (4) weeks time off four (4) weeks of full pay.

Using this formula, this four (4) weeks of full pay may not be the same as 150 hours of pay at the time the vacation is taken. If there have been pay increases during the employees vacation year, or if the employee moves from eg. 4-5 weeks during the year or the employee moves up the salary grid before they take vacation, it may be less because it is calculated as a percentage of straight time earnings during the year.

At the same time, a full-time employee may earn MORE vacation time than the four (4) weeks example noted above, if they are working overtime. Overtime earnings for full time will continue to be included in the calculation for vacation pay.

3. However, it is agreed that an employee does NOT earn vacation pay, if,
 - a) the employee is on unpaid Leave of Absence (LOA) of any length, or
 - b) is on a leave of absence paid for by someone OTHER THAN the employer, eg. Weekly Indemnity (W.I.) or Worker's Safety Insurance Board (WSIB) or Employment Insurance (E.I.).

In this case, while their amount of vacation leave is maintained, their amount of vacation pay is not accumulated.

4. If a Full-time employee does not work full time hours or get paid as per (2) above, they do not accrue the entire amount of Full time vacation pay.
5. The amount of Vacation TIME OFF only gets reduced if the Leave of Absence is in excess of 30 days in accordance with Article 24.09 (b).
6. Given that some staff may receive MORE THAN the vacation pay they are entitled to (based upon them getting no more than four (4) weeks of pay) and some who have received less, the Employer agrees to put this calculation of vacation pay into effect effective the first pay period following ratification of this agreement.
7. Further, if an employee has been at work or on a paid Leave of Absence in accordance with (2) above, and has NOT been absent as per (3) above, and has NOT accrued enough vacation pay in their bank, they will be topped-up to ensure they get a full payment of earned vacation at the rate of pay they are earning when they take their vacation.

22.02 Compensation for Holidays Falling Within Scheduled Vacation

If a paid holiday falls during an employee's vacation period, she shall be allowed an additional vacation day with pay at a time designated by the employee if he/she qualifies for such holiday.

ARTICLE 23- SICK LEAVE PROVISIONS (FULL-TIME)

23.01 Weekly Indemnity Insurance

Full-time employees shall be entitled to receive weekly indemnity insurance disability benefits in accordance with the provisions of the Employer's Group Insurance Plan. A booklet summarizing the terms of the current plan, including the weekly indemnity insurance benefits and related information, is reproduced as Schedule "B" to this Agreement.

23.02 Paid Sick Leave

Effective January 1, 2008, full-time employees shall be entitled to seven (7) days sick leave per calendar year, and effective January 1, 2009, employees will receive eight (8) days sick leave per calendar year, without loss of pay, provided that the employee claiming the sick leave provides the Employer with a signed note upon return to work certifying that:

- (a) he/she was unable to carry out his/her duties due to illness.
- (b) dates of sick leave due to illness

23.03 Employees who are absent from work due to illness or injury for a period exceeding three (3) consecutive days are required to submit to payroll a Dr.'s Certificate stating reason for illness/injury and estimated time absent from work. This will ensure that the payroll department is notified and can file for E.I. Reports when information is required regarding absences.

Notwithstanding the above, the employer reserves the right to require satisfactory medical documentation to confirm the employees ability to perform their duties safely in other situations as well, eg. Extending retirement, modified work or infection control matters.” The employer agrees to pay for the cost of such medical documentation, other than documentation required by WSIB or the insurance carrier.

23.04 Employment Insurance Premium Rebate

In consideration of providing sick leave benefits under this contract the Employer is entitled to the full amount of Employment Insurance premium rebate.

ARTICLE 24- LEAVE OF ABSENCE

24.01 Negotiation Provisions

Members of the Union Bargaining Committee shall be entitled to time off without loss of pay, benefits or seniority when acting as members of that Committee during negotiations with the Employer up to and including conciliation, on the following basis:

- (a) three (3) days in collective negotiation;
- (b) one (1) day at conciliation; and
- (c) two (2) days to prepare for collective negotiations.

Should negotiations extend beyond three (3) days, the Committee shall accrue seniority and the Union will reimburse the Employer for wages and benefits within thirty (30) days of billing.

Full-time employees or **part-time** employees who are scheduled to work 5 days per week, who are scheduled to attend negotiations on their day off, may apply to re-schedule their day off by asking their supervisor in advance, in accordance with current practice. Such time off shall not include weekends.

24.02 Grievance and Arbitration Provisions

An employee who is a Union Steward, the Chief Union Steward, a member of the Union Grievance Committee, or who is asserting a grievance, shall be entitled to time off without loss of pay and without loss of benefits or seniority when acting in those capacities in the grievance and arbitration procedures set out in this Agreement.

24.03 Leave of Absence for Union Functions

Upon application by the Union in writing, and within three (3) weeks of the request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed a leave of absence for that purpose without pay but without loss of benefits and seniority.

24.04 Bereavement Leave

An employee shall be granted a maximum of four (4) consecutive calendar days off without loss of pay from regularly scheduled hours, in conjunction with the day of the funeral in the case of death of that employee's spouse, common-law spouse, same sex spouse, fiancée, parent, step-parent, brother, sister, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grand-child, great-grandparent, or spouse's grand-parent, such leave to be related to the purpose of bereavement.

“Employees shall be granted a maximum of one (1) day off, without loss of pay from regularly scheduled hours, which shall be the day of the funeral, in the case of the death of and aunt/uncle, or niece or nephew.”

It is understood that in order to qualify for payment under this clause, the employee must have been scheduled to work on the day(s) in question.

Employees shall be granted up to one (1) additional day's leave of absence without pay for spring interment of a member of the immediate family as defined in Article 24.04.

Should an employee not use the four (4) scheduled days referred to in the first paragraph, they shall be granted one (1) day off without loss of pay from regularly scheduled hours for spring interment.

In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave, on the basis that such additional leave shall be without pay but without loss of benefits and seniority.

Should divorce have taken place, the employee is not entitled to any bereavement pay in regards to the in-laws referred to in this article.

24.05 In-Service

It is recognized that continuing education is important and is a joint responsibility of the Manor and the employee. Educational programs held during working hours, where the employee is required in writing to attend shall result in no loss of regular pay.

If the said employee is required to attend in service outside of their normal working hours, they shall be paid at straight time for time spent in attendance.

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

24.06 Pregnancy and Parental Leave

Unpaid Pregnancy and Parental Leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

a) Pregnancy Leave:

- i) 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 and may begin no earlier than seventeen (17) weeks before the expected birth date. The employee shall endeavour to provide the Employer 4 weeks but shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, and furnish the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth in order to be entitled to Pregnancy Leave.
- iii) The employee shall give at least two (2) weeks written 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 written 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 resume her work.
- iv) During the period of pregnancy leave, to a maximum of seventeen (17) weeks, the Employer shall continue to pay the Employer's portion of benefits as prescribed by the *Employment Standards Act*, if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the employee shall make such payments to the Employer on or before the 1st. day of each month for the duration of the leave. Should such payment not be received, it is understood that benefit coverage will be terminated.
- v) 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. With the exception of any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former position, on the same shift(s), in the same department and at the current rate of pay. All employees who

fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.

- vi) Credits for service for the purpose of salary increments, vacation, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave, to a maximum of seventeen (17) weeks.
- vii) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

b) Parental Leave

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of birth of the child or the date the child first came into care or custody of the employee, shall be entitled to Parental Leave.
- ii) 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.
- iii) Parental Leave must begin within **seventy-eight (78)** weeks of the birth of the child or within **seventy-eight (78)** weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.
- iv) Parental Leave shall be granted for up to **sixty-one (61)** weeks if **pregnancy** leave is taken and **sixty-three (63)** weeks in duration if no **pregnancy** leave is taken. The employee shall endeavour to provide the Employer with four (4) weeks notice but shall give the Employer two (2) weeks written notice before the date the leave is to begin. Parental Leave ends **sixty-one (61) or sixty-three (63)** weeks after it began or on the earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- v) During the period of parental leave, to a maximum of **sixty-one (61) or sixty-three (63)** weeks, the Employer shall continue to pay the Employer's portion of benefits as prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the employee shall make such payments to the Employer on or before the first day of each month for the duration of the leave. Should such payment not be received, it is understood that benefit coverage will be terminated.

- vi) Credits for service for the purpose of salary increments, vacation, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave to a maximum of eighteen (18) weeks.
- vii) For the purpose of Parental Leave, the provisions under the Pregnancy Leave shall also apply.

24.07 Jury or Court Witness Duty Leave

The Employer shall grant a leave of absence with pay and without loss of benefits or seniority to an employee who is required by subpoena to serve as a juror or witness in any court or tribunal. The employee in turn will reimburse the Employer for all witness fees excluding expenses received by such employee. The subpoena of jury duty notice will be presented to the Employer for confirmation of such leave.

24.08 Education Leave and Examination

The Employer agrees that it is to the mutual benefit of the Employer and the employees to improve the educational standards of the work-force. An employee may request a leave of absence without loss of pay and without loss of seniority and benefits, for the purposes of taking examinations to upgrade her employment qualifications. Such request shall not be unreasonably denied.

24.09 General Leave

In addition to the above, written requests for personal leave of absence will be considered by the Administrator, or his designate, on the basis that such leaves shall be without pay but without loss of seniority for a period of up to six (6) months. The granting of such leaves shall not be unreasonably withheld.

Unless otherwise provided in the Collective Agreement:

- (a) 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.
- (b) 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 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 any subsidized employee benefits in which he/she is participating for the period of the absence.

- (c) It is further understood that during such unpaid absence, credit for seniority for the purposes of promotion, demotion, transfer or lay-off shall be suspended and do not accrue during the period of absence.
- (d) “Notwithstanding the above, **Part-time** employees are expected to utilize their vacation time prior to applying for personal leave of absence unless it is an emergency situation in accordance with the legislation.”

24.10 Self-Isolation

If an employee is required to self-isolate as a result of Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 25- PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

- (a) The Employer shall pay wages in accordance with Schedule "A" every second Friday.
- (b) Pays shall be made available to all employees working between the hours of 6:00 pm and 6:00 am during shifts prior to a pay day at shifts end.
- (c) On each pay day, each employee shall be provided with an itemized statement of her wages, overtime, hours worked, hours worked to date, vacation pay, statutory holiday, shift premium and other supplementary pay and deductions.
- (d) The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement.

25.02 Pyramiding

In no event shall there be any pyramiding of benefits or payments.

25.03 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted, classified or reclassified in accordance with this Agreement to a higher paying position shall receive the first wage rate in the new classification which is higher than her existing wage rate and benefits for that position for the time she performs that job.

25.04 Pay on Temporary Transfer to Higher-Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher-paying position, she shall receive the first wage rate in the new classification which is higher than her

existing wage rate and benefits for that position. The employee shall qualify for any increase in pay increments based on length of service in the temporary assignment. Where the higher-paying position is outside the bargaining unit the employee shall receive the rate of pay for the position filled, but such employee shall be deemed to be covered by all provisions of this Agreement during the period of such temporary transfer.

25.05 Pay on Transfer to Lower-Rated Job

When an employee is assigned in accordance with the terms of this Agreement to a position paying a lower rate, her pay shall not be reduced.

25.06 Reporting Pay

An employee who reports for work on her regularly scheduled shift, and for whom work is not available, shall be provided with four (4) hours pay in lieu thereof at her regular straight time hourly rate.

25.07 Uniform Allowance

Effective April 1, 2012, where a uniform is required but not supplied by the Employer, or where the employees wear street clothes, the Employer will provide a clothing allowance increase of \$0.08 cents per hour.

25.08 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

ARTICLE 26- JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Job Description

The Employer agrees to draw up job descriptions for all classifications or positions worked by employees. These descriptions shall then be presented to the Union and shall become the recognized job descriptions forthwith thereafter. The classifications or positions in existence at the time this Agreement was executed are set out in Schedule "A" hereto.

26.02 Change in Classification

The Employer shall prepare a job description whenever a new job is created or the duties of a job are substantially changed. When the duties of any job are substantially changed or when a new job is created by the Employer, the rate of pay shall be the subject of negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute may be made the subject of the grievance and arbitration procedures set out in this Agreement. A new rate of pay shall become retroactive to the time the relevant position was first filled by an employee, unless otherwise agreed by the parties.

ARTICLE 27- EMPLOYEE BENEFIT PLAN (FULL-TIME)

27.01 General

Full-time employees shall be entitled to receive the benefits provided for pursuant to the provisions of the Employer's Group Insurance Plan. A booklet summarizing the terms of the current Plan shall be provided to each new full-time employee and to all employees should the carrier or the terms of the insurance plan be changed.

27.02 Premiums

The parties agree that seventy-five percent (75%) of the premiums payable in respect of the Group Insurance Plan shall be paid by the Employer, and that the remaining twenty-five percent (25%) shall be paid by the employee.

27.03 Payment in Lieu of Benefits

A **part-time** employee who is subject to this Agreement shall receive in lieu of participation in weekly indemnity and paid sick leave an amount equal to ten percent (10%) of her straight time hourly rate excluding holiday pay, vacation pay, stand-by pay, call-back pay, reporting pay, jury and witness duty pay and bereavement pay. It is understood that this payment shall be effective following completion of the probationary period.

27.04 Vision Care

Effective **August 23, 2024**, the Vision Care entitlement shall be **\$275** and the Eye Examination entitlement shall be **\$80.00**.

27.05 Dental Plan

Effective March 12th, 2018, the Employer shall provide all employees who have completed their probationary period with a Dental Plan, premiums split 50/50 between the Employer and the employee and \$1500.00 annual maximum. The Plan shall be based on the equivalent of Blue Cross #9 (in the case of Manulife that means Level 1, Plus Level 2), with a one-year lag in the ODA fee guide.

27.06 Employee Assistance Program

The employer shall provide and Employee Assistance Program for all employees. Eligibility for such a plan will commence on the date of hire.

ARTICLE 28- HEALTH AND SAFETY

28.01 Co-Operation on Safety

The Union and the Employer shall co-operate in the promoting and improving rules and practices which promote an occupational environment which will enhance the physiological conditions of employees and which will provide protection from factors adverse to employee health and safety.

28.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under such legislation and regulations shall constitute the acceptable practice to be adhered to and promoted by the parties to this Agreement.

28.03 Early and Safe Return to Work

The Employer is committed to early and safe return to work for those with workplace injuries or illnesses and will provide workplace accommodation to employees such that they can return to productive employment as early as is reasonably feasible. Employees will cooperate with such undertakings within the limits of their medical restrictions, if any. To facilitate the foregoing the joint modified work committee will convene as necessary.

28.04 Influenza

Upon recommendation of the Medical Officer of Health (MOH), all employees will normally take such treatments as the Officer may direct. If the cost of these treatments is not covered by some other source, the cost is borne by the employee.

If an employee does not take the recommended course of treatment, (ie. Influenza immunization/tamiflu) or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodations as the Employer may direct or, failing that, sick leave credits which may be available.

ARTICLE 29- GENERAL CONDITIONS

29.01 Pension

Effective January 1, 2008, the employer and the employees will increase pension contributions to four percent (4%).

- (a) Each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to two point five percent (2.5%) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan") effective October 1, 2004. The Employer shall match such contributions, the amount being two point five percent (2.5%) of applicable wages commencing the 1st day of October 2004 and to three percent (3%) the 1st. day of October 2005.
- (b) The definition of "applicable wages" for the purpose 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 service.
- (d) The Employer and Employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are owing.
- (e) The Union acknowledges and agrees that other than making contributions to the Plan as set out in the Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990, and the terms of the Pension Plan adopted by the Trustees, both as may be amended from time to time.

- (f) The Union and The Employer understand and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Pension Plan but is required to contribute only that amount as required by the Collective Agreement then in force between the parties.
- (g) It is understood and agreed by the parties that should the current Pension legislation and/or regulations be changed to the extent that the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation.
- (h) The Employer agrees to provide to the Administrator of the Nursing Home and Related Pension Plan on a timely basis with all information required pursuant to the Pension Benefit Act, 1987, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

29.02 Proper Accommodation

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

ARTICLE 30- RETIREMENT

30.01 The parties agree that the normal retirement age is 65, but that employees may elect to work beyond that age. The parties agree that the employer may confirm the employee's ability to continue to perform the duties of the position in accordance with Article 23.03.

ARTICLE 31- GENERAL

31.01 Plural or Feminine Terms May Apply

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

31.02 Continuation

All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law, proclamation or regulation now existing or hereinafter enacted shall invalidate or render unenforceable any part of this Agreement, the entire Agreement shall not be invalidated or otherwise affected, and the existing rights privileges and obligations of the parties hereto shall remain. In such event, this Agreement shall be re-negotiated only in respect of the invalid part hereof.

31.03 Retroactivity

An employee, including those no longer in the employ of the Employer, who has served her employment between the termination date of this agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages. The Employer shall contact employees as soon as possible who have left its employ during the currency of this Agreement and advise them in writing by Registered Letter of their entitlement to any retroactive wage adjustment, with copies of such letters to the Union. Any such employees shall have sixty (60) calendar days from the date the letter was mailed and not thereafter and shall be paid by separate cheque. It is the employee's responsibility to keep the Employer informed of their current address.

31.04 Notification to the Home

It shall be the duty of each employee to notify the Home promptly, in writing, of any change in address and telephone number. If an employee fails to do so, the Home will not be responsible for failure of a notice to reach such employee.

31.05 Restrictions on Contracting Out

In order to provide job security for all members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or part, to any other plant, person, company or non-bargaining unit employee, for the duration of this Agreement. It is acknowledged that this clause will not prohibit the short term use of outside replacement personnel when regular employees are not available. Contracting out shall not directly result in the layoff or reduction in scheduled hours of any bargaining unit employee.

ARTICLE 32- TERMS OF THIS AGREEMENT**32.01 Duration**

This Agreement shall be binding and remain in effect from April 1, 2022 to March 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least thirty (30) days prior to the expiration hereof that it desires termination or amendment.

32.02 Mutually Agreed Changes

Should the parties agree to any changes to this Agreement, those changes shall form part of this Agreement and are subject to the grievance and arbitration procedures set forth herein.

32.03 Notice of Changes Upon Termination of Agreement

Either party desiring to propose changes to this Agreement shall, within the last ninety (90) days prior to the termination date hereof, give notice in writing to the other party of the changes proposed. Within twenty-one (21) calendar days of receipt of such notice given by one party, the other party is required to enter into negotiations for a new Collective Agreement.

32.04 Agreement to Continue in Force

Where a notice pursuant to Article 31.03 is given, the provisions of this Agreement shall continue in force until a new collective agreement is signed.

Signed at Winchester, Ontario this 05 day of March 2025.

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2991**

Heather Cronin
Heather Cronin (Mar 6, 2025 15:26 EST)

Slye Vanderveen
Slye Vanderveen (Mar 6, 2025 08:57 EST)

Matt Wren

**SIGNED ON BEHALF OF
DUNDAS MANOR
LIMITED**

Susan Foltz
Susan Foltz (Mar 5, 2025 14:44 EST)

M. Wren

SCHEDULE A

	Apr 1 2022	Apr 22 2022	Apr 1 2023	Apr 1 2024
		PWE		
Health Care Aide				
Probation	\$20.40	\$23.40	\$24.22	\$25.07
Probation- 1 Year	\$21.49	\$24.49	\$25.35	\$26.23
Over 1 Year	\$23.75	\$26.75	\$27.69	\$28.66
Cooks				
Probation	\$20.70		\$21.42	\$22.17
Probation- 1 Year	\$22.12		\$22.89	\$23.69
Over 1 Year	\$23.55		\$24.37	\$25.22
Dietary Aide				
Probation	\$19.89		\$20.59	\$21.31
Probation- 1 Year	\$20.93		\$21.66	\$22.42
Over 1 Year	\$22.30		\$23.08	\$23.89
HSKP/LDRY/ACTVY/ Resident Care Aide				
Probation	\$19.91		\$20.60	\$21.32
Probation- 1 Year	\$20.93		\$21.66	\$22.42
Over 1 Year	\$22.47		\$23.26	\$24.07
Student Over 18				
Probation	\$18.22		\$18.85	\$19.51
Probation- 1 Year	\$18.61		\$19.26	\$19.93
Over 1 Year	\$19.23		\$19.90	\$20.60
Student Under 18				
Probation	\$16.57		\$17.15	\$17.75
Probation- 1 Year	\$16.77		\$17.35	\$17.96
Over 1 Year	\$17.05		\$17.64	\$18.26

LETTER OF UNDERSTANDING

BETWEEN:

Dundas Manor Limited

and

C.U.P.E. Local 2991

RE: Article 18.03 (b) PART-TIME ONLY

The parties agree that part-time employees will be permitted to work their scheduled week-ends off, at their request at straight time.

SIGNED THIS 05 DAY OF March, 2025.

FOR THE UNION:

FOR THE EMPLOYER

Heather Cronin
Heather Cronin (Mar 6, 2025 15:26 EST)

Susan Feltz
Susan Feltz (Mar 5, 2025 14:44 EST)

Skye Vanderveen
Skye Vanderveen (Mar 6, 2025 08:57 EST)

[Signature]

[Signature]

LETTER OF AGREEMENT

BETWEEN

CUPE LOCAL 2991

AND

DUNDAS MANOR LIMITED

RE: PAID HOLIDAYS

“The parties agree that since part-time staff receive in excess of 8 statutory holidays, and will continue to be paid for all 11 paid/statutory holidays as per our past practice in a manner that exceeds the ESA requirements, that the 10 shifts in 28 days qualifier will also apply to all part-time employees

Signed at Winchester, Ontario this 05 day of March 2025.

FOR THE UNION

Heather Cronin
Heather Cronin (Mar 6, 2025 15:26 EST)

Slye Vanderveen
Slye Vanderveen (Mar 6, 2025 08:57 EST)

M. H. ...

FOR THE EMPLOYER

Susan ...
Susan ... (Mar 5, 2025 14:44 EST)

Michael ...

MEMORANDUM OF AGREEMENT

BETWEEN

CUPE LOCAL 2991

AND

DUNDAS MANOR LIMITED

The Parties agree that Full-Time Vacations shall be taken in units of 1-5 days, excluding weekends only.

Signed at Winchester, Ontario this 05 day of March 2025.

FOR THE UNION

FOR THE EMPLOYER

Heather Cronin
Heather Cronin (Mar 6, 2025 15:26 EST)

Simon Poirier
Simon Poirier (Mar 5, 2025 14:44 EST)

Skye Vanderveen
Skye Vanderveen (Mar 6, 2025 08:37 EST)

M. J. [Signature]

[Signature]

The Parties will include the following Pay Equity Plan as Appendix « B » to the same memorandum.

Appendix “B”

Pay Equity Agreement

Between

Dundas Manor Limited
(the “Employer”)

And

CUPE Local 2991
(the “Union”)

This Pay Equity Agreement applies to all employees represented by the above Union employed by the Employer.

The Parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained; except as it may be modified in collective negotiations.

The Parties agree that the 3% payment in 1995 which exceeded the Employer’s minimum obligation by 2% carries forward and captures the obligations up to and including December 2000.

The adjustments in this Agreement resolve all current outstanding issues of Pay Equity and the obligations under the Proxy Pay Equity Plan for 2001, 2002, 2003.

The Pay Equity adjustments will be as follows: (revised April 5, 2004 during negotiations)

Effective April 1, 2001:	(\$0.09) cents per hour
Effective April 1, 2002:	(\$0.08) cents per hour
Effective April 1, 2003:	(\$0.15) cents per hour
Effective December 1, 2003:	(\$0.10) cents per hour

The Parties further agree that the following additional Pay Equity adjustments resolve the remaining Pay Equity obligations and will be paid on the following dates:

Effective April 1, 2004:	(\$0.10) cents per hour
Effective April 1, 2005:	(\$0.10) cents per hour
Effective April 1, 2006:	(\$0.10) cents per hour

Any new classifications that may be created in the bargaining unit shall be deemed to achieve Pay Equity through the application of the “new classification” clauses of the Collective Agreements. If an Agreement does not now contain such a provision, the attached provision shall be utilized for Pay Equity purposes.

The Parties agree that there was no requirement for a Pay Equity adjustment at times other than those as identified in the Memorandum of Settlement.

The Parties agree that this Agreement satisfies any and all requirements of the *Pay Equity Act*.

SIGNED at Winchester, Ontario this 30th day of October 2001.

(amended to reflect \$1.50 as per the Pay Equity Agreement April 2004)

ON BEHALF OF THE EMPLOYER

Ross Alguire
Susan Poirier
Vicki Holmes
Jill Alguire

ON BEHALF OF THE UNION

Jim Squires
Anna Marie Quesnel
Lillian Lalonde
Sue Centen

June 3, 1996

Vacation Entitlement – Transitional Provisions

Dear Employee,

As you know, the Manor and CUPE have agreed to change our method of paying for your vacation time. Effective January 1, 1997, employees will receive time off with pay when they are absent due to vacation.

In accordance with the Collective Agreement, you will continue to accrue vacation pay when you are actively working for the agency. Basically, a full-time employee who appears at work every day will continue to accrue her full entitlement during the course of the year. An employee who takes an unpaid leave of absence in excess of thirty (30) calendar days does not accrue seniority. An employee who goes on Workers Compensation (WCB), Pregnancy or Parental Leave will continue to accrue seniority as per the Collective Agreement and/or legislation, whichever is applicable. An employee on sick leave or short term disability (STD) does not accrue seniority. An employee may receive her full vacation entitlement (time i.e.: three weeks' vacation time) but would only receive two (2) weeks' vacation pay. The one week would be unpaid vacation due to pro-ration of the benefit. This is for employees who have had more than thirty (30) continuous calendar days off on an unpaid leave.

Employees will be required to file their vacation requests with their department head according to the Collective Agreement, Article 22.01. An approved list will be posted by May 15th. Copies of the vacation requests will be submitted to the payroll department for payment at the time of the vacation leave.

Vacation allowance on termination of employment shall be the amount accrued at the date of termination or retirement.

NOTE: Re: **Part-time**

All **part-time** employees will receive vacation pay in the months of June and December of each year. **Part-time** employees are required to take a minimum of two (2) weeks' vacation per year.

Payroll Department