

COLLECTIVE AGREEMENT

between

HOLME

**Cassellholme, Home for the Aged
for The District of East Nipissing**

-and-

CUPE / *Canadian Union
of Public Employees*
**Canadian Union of Public Employees
and Its Local 146, C.L.C.**

Term: January 1, 2023, to December 31, 2024

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ARTICLE 1 – PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees who are subject to provisions of the Agreement.

ARTICLE 2 – SCOPE

- 2.01** The Board recognizes the Union as the sole and exclusive collective bargaining agent for all its employees save and except Professional Medical Staff, Graduate Nursing Staff, Technical Personnel, Supervisors, persons above the rank of Supervisor and Office Staff and Dietician.

2.02 Full-Time Employees

The normal hours per week shall be forty (40) hours. Employees shall be required to work an average of five (5) eight (8) hour shifts, inclusive of a half (1/2) hour paid meal period.

2.03 Part-Time Employees

This Collective Agreement is fully applicable to all part-time employees unless otherwise specified.

2.04 Temporary Employees

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long-term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee, and Board or by the Board on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration. A temporary employee does not accumulate seniority while working in a temporary position.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probation period for a permanent position will be credited with the appropriate seniority.

The Board will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

- 2.05** A part-time employee is one who has satisfactorily completed a probationary period of 400 hours, is assigned to a classification, within the bargaining unit and who is

thereafter normally employed by the Board on a regular basis for not more than twenty-four (24) hours weekly.

A part-time employee may work more than twenty-four (24) hours weekly on a temporary basis to cover absences due to illness, vacation, leaves of absence and still retain part-time status. Assignments relating to these types of absences shall be for periods not exceeding six (6) months, unless extended in writing, by mutual agreement of the parties.

It is the responsibility of each Part-time employee to be available on a regular basis satisfactory to the Home to meet its scheduling and call-in requirements during each scheduling period. A part-time employee shall also accept at least three (3) call-in assignments per month, if the work is offered, as a condition of employment.

2.06 Casual Employee

A casual employee means a person hired on a casual basis that is not regularly scheduled. A casual employee includes someone who has the right to refuse work. A casual employee shall receive payment in lieu of benefits provided in Article 27.01, they shall accumulate seniority and shall be subject to the same collective agreement provisions as a temporary employee, unless otherwise specified. Vacation pay shall be in accordance with the Employment Standards Act.

A casual employee is entitled to bid on job postings and if they are the successful candidate of a permanent part-time position, seniority shall be established on the basis of the number of hours worked from the date of hire. Where a casual employee successfully bids into a permanent position, such employee shall be required to serve a probationary period as per Article 2.05

Casual employees shall be offered shifts based on seniority and shall be called before students and agency staff, if applicable.

Casual positions shall not take the place of regular staff with lines. No current positions with lines shall be eliminated due to casual employees.

A casual employee must work two (2) shifts per month provided the work is available. If a casual employee does not work where the work is available in a one (1) month period, they shall be considered to have resigned from employment with Cassellholme.

For greater clarity, shifts are applied for by casual staff, not offered by management.

2.07 The term “student” means, for the purposes of this Agreement, an employee who is at least sixteen (16) years of age and in regular attendance at a high school, community college, university or other educational institution except for those employees who are returning to school for professional upgrading and continue employment in their classification.

Students shall be offered shifts on a first come, first serve basis, after casual employees and before agency staff, if applicable.

In the event a student is hired into a permanent position, without a break in service, the employee will be credited with seniority back to the date of hire following successful completion of the probation period.

2.08 No Other Agreements

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

2.09 The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, leaves of absence, resignations, retirements, deaths, workers off on WSIB, or other terminations of employment.

2.10 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work any jobs, which are included in the bargaining unit, except in cases of emergency or for purposes of training or direction.

2.11 The employee is solely responsible for their proper address being on record with the Board.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive right and power of the Board:

- a) To maintain order, discipline, and efficiency;
- b) To hire, discharge for just cause, direct, classify, transfer, promote, demote, lay-off, suspend, or otherwise discipline employees;
- c) Generally to manage and operate the enterprises in which the Board is engaged in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the types and locations of machines and standards and procedures for the care, welfare, safety and the comfort of the residents, in the Home, the allocation and the number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Home's operations not otherwise specifically dealt with elsewhere in this Agreement;
- d) To establish and enforce rules and regulations to be observed by all the employees, provided that they are not inconsistent with the provisions of this Agreement;
- e) To exercise any of the rights, powers, and functions or authority which the Board had prior to the signing of this Agreement, except those rights, powers, functions, or authority which are specifically abridged or modified by this Agreement.

ARTICLE 4 – LABOUR MANAGEMENT COMMITTEE

- 4.01** The parties agree to appoint a Labour-Management Committee of five (5) employees appointed by the Union and five (5) members appointed by the Board it being understood that no more than three (3) employees appointed by the Union and three (3) of the members appointed by the Board shall be in attendance at any meeting. Such a Committee shall meet to discuss and if possible, provide understanding of points of mutual interest between the parties it being understood that such Committee shall have no right to usurp the power of the Negotiation or Grievance Committees. The Committee shall meet once every three (3) months as agreed between the parties and all matters for discussion to be placed on the agenda.
- 4.02** Representatives of the Union shall not suffer any loss of regular pay for time involved in meetings with the Board during the employee's regular working hours.

ARTICLE 5 – NO DISCRIMINATION

- 5.01** The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, disability, sexual orientation, political affiliation or activity, or place of residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.

ARTICLE 6 – NO COERCION

- 6.01** There will be no Union activity, solicitation for membership, and no meetings on Board premises except with the permission of the Board or its designated representatives.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

- 7.01** In view of the orderly procedure established herein for the disposition of employee's complaints and grievances, the Board agrees that it will not cause or direct any lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or collective action which will stop or interfere with the functioning of the Board for the duration of this Agreement.

ARTICLE 8 – BULLETIN BOARDS

- 8.01** The Board will designate three (3) bulletin boards in a mutually agreed location on which the Union shall have the right to post notice of meetings and such other notices as may be of interest to other employees, subject to the approval of the Administrator for material to be posted. Such approval shall not be unreasonably withheld.

ARTICLE 9 – UNION SECURITY

- 9.01** The Board shall deduct from every employee an amount equal to the current monthly dues, whether such employee is a member of the Union or not.
- 9.02** Deductions shall be made in the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of CUPE National not later than the 15th day of the month following. The Union dues list shall indicate the name, classification, and amount of dues deducted and whether the employee is full-time, part-time or casual. A copy of the direct remittance shall be given to the Secretary-Treasurer of the Local.
- 9.03** The amount of union dues deducted during the previous calendar year shall be included on the T4 issued annually to each employee.
- 9.04** The Board shall supply to the Union electronically, a list of all the Employees in the bargaining unit. Such list shall include each person's name, job title/classification, home mailing address, home telephone number, and if available, personal email address.
- 9.05** The Union agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.

ARTICLE 10 – NEGOTIATING COMMITTEE

- 10.01** The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees and will recognize and deal with the said Committee for the purposes of negotiating the collective bargaining agreement. Negotiating Committee members shall be compensated for wages lost during negotiations. The place of meeting shall be mutually agreed upon, and the costs of the location of the meeting shall be shared equally.

ARTICLE 11 – STEWARDS

- 11.01** The Board acknowledges the right of the Union to appoint or otherwise select eight (8) stewards.

ARTICLE 12 – GRIEVANCE COMMITTEE

- 12.01** The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of four (4) members from among the stewards plus a member of the Executive. It is agreed the maximum number of employees attending a grievance meeting shall be two (2), excluding the grievor(s). The Union agrees to notify the Board in writing of the names of the stewards and Grievance Committee members, and any changes therein as they occur and only stewards and Grievance Committee members thus named shall be recognized by the Board.

ARTICLE 13 – COMMITTEE AND STEWARDS

13.01 Permission to Leave Work

The Board agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Board and that they will not leave their work except to perform their duties under this Agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld. Further, the Union recognizes that time spent dealing with such issues must not disrupt services to the residents.

13.02 Health and Safety

- a) A Health and Safety Committee shall be established in order to improve safety standards and be composed of representatives appointed by the Employer and representatives appointed by the Union, in accordance with the Terms of Reference, and chaired alternately between Union and Employer representatives.
- b) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- c) The parties fully endorse the responsibilities of Employer and employee under the *Occupational Health & Safety Act*.
- d) The Employer shall ensure that the equipment, materials, and protective equipment as prescribed are provided.
- e) An employee who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- f) The Employer is committed to providing a safe and healthy workplace, free from workplace harassment, workplace sexual harassment, and workplace violence as those terms are defined by, and subject to the limitations contained in, the *Occupational Health and Safety Act*.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 Verbal Complaint

If any employee has a verbal complaint concerning the application, interpretation, administration, or alleged violation of any of the provisions of the Agreement, they shall take the matter up orally with their immediate supervisor, within fifteen (15) days of alleged violation. In the case of wage complaint said fifteen (15) days shall commence from the time the employee receives their pay cheque. The supervisor must respond within the four (4) days of the employee's complaint being lodged. In the event that supervisor's response is deemed by the employee to be unsatisfactory then the employee may, within ten (10) days of the supervisor's response proceed to Step 1.

Step 1: The employee who shall be assisted by a steward shall submit a written grievance to their Department Head. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement, which are alleged to be violated. The Department Head shall respond in writing within five (5) days of the employee's grievance being lodged. Failing a satisfactory settlement at Step 1, Step 2 of the grievance procedure may be invoked within three (3) days of the Department Head's answer.

Step 2: The employees shall refer the grievance to the Administrator or their designate who shall meet with the grievor, their steward, and a Grievance Committee member within five (5) days of receipt of the grievance. The Administrator or their designate shall render their decision within ten (10) days of said meeting.

14.02 If not settled at Step 2, the parties may, upon mutual agreement, agree to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator. If the parties at this step are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within fifteen (15) days in accordance with Article 15.

14.03 It is understood by the parties that in all stages, Saturday, Sunday, and statutory holidays will not be included in computing the number of days under Articles 14 and 15.

14.04 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge the Board shall notify the employee of this right in advance.

14.05 A grievance concerning suspension or discharge of any employee will be submitted at Step 2 of the grievance procedure.

14.06 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees; two (2) or more, or the Union have similar grievances, Step 1 of the grievance procedure shall be by-passed.

ARTICLE 15 – ARBITRATION

- 15.01** A notice of intent to arbitrate shall contain the name of the aggrieved party's appointee to the Arbitration Board. Within five (5) days from the receipt of the notice of intent to arbitrate, the other party must in turn, name their appointee. A third member to act as chairman shall be appointed by the respective appointees. Should either fail to name their appointee within the required five (5) days or should the appointees fail to select a chairman within twenty (20) days from the date of their appointment, either party or their appointee shall request the Ontario Labour-Management Arbitration Commission to make the appropriate appointment.
- 15.02** Each of the parties hereto will bear the expenses of their appointee to the Board and the parties will equally bear the fees and expenses of the chairman.
- 15.03** The Board of Arbitration shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof or to give a decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.
- 15.04** The Employer and the Union may agree that a sole arbitrator may be substituted for a Board of Arbitration. The jurisdiction of the Arbitrator will conform with this Article. The appointment of a single Arbitrator shall be made by mutual agreement of the parties. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration.
- 15.05** Time limits referred to in Articles 14 and 15 may be extended by mutual agreement of the parties, but otherwise failure on the part of the grievor to observe the time limits shall be deemed to be an abandonment of the grievance.

ARTICLE 16 – MANAGEMENT GRIEVANCES

- 16.01** It is understood that the Board may bring forward at any meeting with the Grievance Committee any complaints or grievances and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in this Agreement.
- 16.02** Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure may be by-passed.

ARTICLE 17 – SENIORITY

- 17.01** Seniority is the principle of granting preference to employees for promotions, demotions, transfers, vacations, lay-offs and recalls after lay-offs in accordance with the length of continuous service with the Board. In all such cases, the following two

(2) factors shall be considered by the Board in determining which employees shall be affected:

- a) The seniority ranking of the employees affected;
- b) The requirements and the efficiency of operations; the ability, knowledge, training, skill and physical fitness of the individual to fulfill the requirements of the job and the capability of the individual to assume responsibility.
- c) When in the judgement of the Board, which shall not be exercised in a discriminatory manner, factor (b) is relatively equal as between two or more employees, then and only then, shall factor (a) govern.

17.02 Seniority shall be based on the employee's start date of part-time or full-time employment whichever is earlier, provided there has been no break in seniority in accordance with Article 17.07. Part-time employees shall earn seniority and service based on 1725 hours equalling one year. A part-time employee cannot accrue more than one year's seniority and service in a twelve (12) month period.

- a) The Board shall prepare quarterly in January, April, July and October of each year one (1) seniority list including all full-time and part-time employees covered by this Agreement. A copy of the seniority list will be provided to the Union and a copy posted on the bulletin board.
- b) The seniority list shall include the name, classification, and seniority date for full-time and earned hours for part-time and casual of each employee in the bargaining unit.
- c) Protests with regard to the seniority list shall be submitted, in writing to the Administrator or designate, within thirty (30) calendar days of posting. When proof of error is provided, such error will be corrected and when so corrected, the agreed upon correction(s) shall be final. Once the seniority standing of an employee is confirmed by the posting of the seniority list, no further requests for changes to the seniority list shall be made.

17.03 Contracting Out

The Board shall not cause any layoff of any full-time or part-time employee within the bargaining unit as a result of contracting work out.

17.04 Layoff and Recall Language

- a) A layoff shall be defined as reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.
- b) In the event of a proposed layoff as defined in (a), the Board will provide the Union with no less than fifteen (15) calendar days notice in advance of the employee receiving notification of the layoff. The Board shall provide an employee with no less than thirty (30) calendar days of such layoff.

Following receipt of the advanced notice of layoff by the Union, the Board and the Union shall meet at Labour-Management Committee to review the following:

- i. discuss alternatives to the layoffs
 - ii. the reason causing the layoff
 - iii. the service the Board will undertake after the layoff
 - iv. the method of implementation including the areas of cut-back and employees to be laid off
 - v. ways the Board can assist employees to find alternative employment
- c) Any agreement between the Board and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in the Agreement. Notice of layoff or pay in lieu of shall be in accordance with the provisions of the *Employment Standards Act*, but in any event not less than thirty (30) days.
- d) The layoff procedure for full-time and part-time employees will initially be separate until such time that the respective full-time or part-time category is exhausted, wherein, at that time, a full-time employee may displace a part-time employee and vice versa. Should the employee choose to remain within the same classification, such employee would then displace the least senior employee in their classification in the separate category (full-time/part-time).
- e) An employee who is subjected to layoff shall have the right to either:
- i. Accept the layoff and be placed on recall list for thirty (30) months; or
 - ii. Give up their recall rights and receive severance pay as per the *Employment Standards Act* if entitled.
 - iii. Displace an employee who has lesser bargaining unit seniority if the employee originally subject to layoff can perform the duties without training other than orientation. The requirements for such training and orientation will be discussed by the parties under B of this section. Such employee so displaced shall be laid off, subject to their rights under this section. The right to bump shall include the right to bump up.
 - iv. Where an employee designated for layoff elects to exercise their seniority and displace a less senior employee, the employee with the least seniority in the department or unit holding the classification in which the senior employee chooses to bump, shall be the employee displaced.
 - v. An employee in receipt of notice of layoff pursuant to Article 17.04 (e) (iv) must disclose their intentions to the Board within seven (7) calendar days of receipt of notice of layoff.
 - vi. There shall be no lay-offs of employees due to "outbreak"
- f) The posting procedure in the Collective Agreement shall apply before the recall process is affected. Subsequent to the posting procedure being exhausted, an

employee shall be recalled from a layoff to permanent work, in order of seniority, provided they have the qualifications and ability to perform the work.

- g) i. An employee recalled to work in a different classification from which they were laid off, or an employee who has displaced an employee in a lower paid classification shall be entitled to return to the position they held prior to the layoff should it become vacant within thirty (30) months of the layoff, provided that the employee remains qualified to perform the duties of their former position. No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so or have been found unable to perform the work available.
- ii. An employee bumping to another position has the right to reclaim their former position if the position becomes available within the thirty (30) months of the layoff provided that the employee remains qualified to perform the duties of their former position.
- h) The Board shall notify the employee of recall opportunity by telephone, email, or registered mail, addressed to the last address on record with the Board (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- i) Grievances concerning layoff and recalls shall be initiated at Step 2 of the grievance procedure.
- j) In the event of a layoff of an employee, the Board shall pay its share of insured benefits premiums set out in Article 23. Such payments by the Board shall be made to the earlier of the employee being employed elsewhere or for a period of three (3) months.

17.05 The Board will terminate the appropriate number of temporary and then probationary employees in the affected classification prior to the layoff of employees with seniority.

17.06 No probationary employee will be hired until all employees with seniority have been recalled in that classification.

17.07 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have quit the employ of the Board if the employee:

- a) quits the employ of the Board;
- b) is discharged for just cause and is not reinstated;
- c) fails to return to work after the completed leave of absence granted by the Board;
- d) fails to return to work within seven (7) days after being sent a recall notice by email and registered mail to their last recorded address with the Board;

- e) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted;
- g) is laid off or absent because of legitimate illness or absent because of non-compensable injury for more than twenty-four (24) months;
- h) is absent from work without a reason acceptable to the Administrator for three (3) or more consecutive working days.

17.08 An employee who fails to give the Board notice of termination in writing two (2) weeks prior to such termination or who has been terminated for just cause shall receive vacation pay in accordance with the *Employment Standards Act*.

17.09 Job Posting Procedures

When a vacancy occurs in the bargaining unit, which the Board intends to fill, or when a new position is created, the Board shall post a notice on the bulletin board for seven (7) calendar days.

The job posting shall contain the following information:

- a) a summary of the duties of the position;
- b) the qualifications required, job requirements as determined by the Board must be relevant to the position and department;
- c) the hours of work;
- d) the wage/salary rate for the position and;
- e) where the vacancy is of a temporary nature, the vacancy will be posted for the anticipated duration of the leave. In the event the successful applicant is a temporary employee, the vacancy must be re-posted after six (6) months if the anticipated duration exceeds six (6) months. If the successful applicant is a permanent employee, the Employer can request an additional six (6) months. This request shall not be unreasonably denied.

Applications for posted positions must be submitted to the Human Resources Department on or before the closing date shown on the posting. To be eligible to apply for a posted permanent position, the employee must be available for work within three (3) weeks of the effective date of the new job or vacancy, unless absent due to illness, a compassionate Leave of Absence, or Pregnancy/Parental Leave. Where an employee is not available to start work within three (3) weeks of the effective date of the vacancy, the permanent vacancy will be held for three (3) months from the date of vacancy, with the exception of job-protected leaves under Legislation. In these circumstances, the Board is entitled to back-fill the vacancy on a temporary basis with the next qualified candidate provided they are available to start work within three (3) weeks).

Where the position is temporary in nature, the candidate must be available to start in three (3) weeks without exception.

The Board shall post the name of the successful applicant within seven (7) calendar days of the position being filled.

The successful applicant shall fill the vacant position within three (3) weeks from the date of their appointment. Should the appointee not be available to fill the vacant position within three (3) weeks, the employee shall be paid the applicable rate of the new position so long as, it is higher paying.

Where a permanent full-time employee is the successful applicant to a temporary part-time position, they will cease to earn vacation, sick leave credits and qualify for membership in the employee benefit plan immediately on transfer to part-time status, and shall receive pay in lieu of benefits and vacation pay as per provisions of this Agreement for part-time employees

17.10 Nothing herein shall prevent the Board from temporarily filling a vacancy during the initial and subsequent job posting periods.

17.11 In this Article, vacancy shall mean those vacancies anticipated to extend beyond six (6) consecutive weeks, and such vacancies shall be posted promptly. Nothing herein shall restrict the Board from filling vacancies anticipated to be less than six (6) consecutive weeks.

17.12 As it relates to job posting eligibility, the following conditions are agreed to and understood:

1. Only part-time employees will be considered eligible for a temporary full-time vacancy resulting from a full-time employee being selected as the successful applicant for a posted temporary position.
2. Permanent part-time employees shall be permitted to apply for temporary part-time vacancies.
3. An employee assigned to a temporary vacancy cannot apply for another temporary vacancy unless their current temporary assignment is scheduled to end within three (3) weeks' time.
4. An employee in a temporary vacancy shall be permitted to apply for a permanent vacancy, but if successful, they must finish their temporary vacancy, unless the permanent vacancy provides for a higher rate of pay.
5. An employee shall have twenty-four (24) hours to respond to the Employer's officer in 17.09 above unless extenuating circumstances apply that would reasonably prevent such contact.

17.13 The Board may advertise any vacancy externally at any time as provided that the applications of bargaining unit employees are considered prior to those for external candidates.

17.14 Trial Period

In the event the successful applicant is a bargaining unit member, then they shall be placed on trial for a period of one (1) month. Conditional on satisfactory service, the employee shall be declared permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the trial period, they shall be returned to their former position, wage salary rate, without loss of seniority. During the trial period of one (1) month, the successful applicant may elect to return to their 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 their former position, wage or salary rate, without loss of seniority. The position vacated by the successful applicant may be filled on a temporary basis until the trial period is completed.

In the event a part-time staff member is on trial for a full-time position, it is understood that the employee shall continue to receive pay on the basis of a part-time employee along with appropriate lieu pay period until the employee satisfies the carrier's eligibility requirements for medical fringe benefits.

In the event an employee elects to return to their former position, or successfully bids out within thirty (30) calendar days, the Employer is entitled to fill the resulting vacancy from among other qualified candidates from the original job posting. If reverting, they must provide the Department Head with one (1) week's notice in writing of their intent to do so.

ARTICLE 18 – DISCIPLINE

18.01 The Union will be provided with a copy of written disciplinary action, which is placed in an employee's file. The Union will also be provided with copies of any counselling letters or any other letters that are placed on the employee's file at the time of filing or of issuing same. These letters must be signed by the employee acknowledging receipt of such letters.

18.02 The record of an employee shall not be used against them at any time after eighteen (18) months following suspension, disciplinary action or written warning, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. The parties mutually agree that all disciplinary action in regard to resident abuse will remain on file, but such discipline cannot be used if no further episodes for a period of 24 months.

ARTICLE 19 – ACCESS TO FILE

19.01 Upon giving two (2) working days' notice, an employee will be permitted to review their personnel file for a reasonable period of time, in the presence of HR personnel or designate. Such notice shall be in writing to the Human Resources to make arrangements for said review. Upon reasonable notice, an employee will be provided copies of material contained in their personnel file prepared at the employee's expense.

If an employee is terminated, and upon request of the Union, the Employer shall provide a complete copy of the employee's personnel file to the President of the Union within seven (7) working days.

ARTICLE 20 – PROBATIONARY EMPLOYEES

20.01 Newly hired employees in the bargaining unit must complete a probationary period of four hundred (400) hours worked from the date of hire.

With the written consent of the Employer, the probationary employee, and the Union, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.

An employee shall not accumulate seniority during the probationary period, but upon successful completion of the probationary period, the employee shall be credited with seniority for the probationary period.

The discharge of a probationary employee shall not be subject of a grievance or arbitration.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Union Business

Leave of absence without pay and without loss of seniority shall be granted to employees elected or appointed to represent the Union at functions provided that the Union gives the Board at least one (1) week written notice in advance unless extenuating circumstances arise of the requirement of the employee to absent themselves, and provided that in the judgement of the Board the efficiency of operations shall not be affected by such leave. Such requests shall be authorized by the Local President or designate and submitted to the immediate non-union supervisor (Manager or Supervisor) for approval. The Board shall provide a written response to the Union within three (3) working days. When the Board grants such a leave, it will continue the employee's regular pay and benefit coverage during the period of leave. The Union will be invoiced quarterly and will reimburse the Board within thirty (30) days thereafter.

21.02 Personal Leave

The Board may grant leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed three (3) months, unless both the Union and the Board mutually agree otherwise. Such leaves of absence requests will not be unreasonably denied.

Where such leave of absence is granted, the employee may continue their participation in the benefit plans described in Article 23 hereto by assuming responsibility for the full costs of these plans for the duration of the leave.

Where an employee elects to continue coverage during a leave of absence, premium payment shall be made to the Board no later than the first working day of each month otherwise the employee's coverage will be terminated until such time as they return to work.

21.03 Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave, they may forfeit all their seniority rights and privileges contained in this Agreement. All leaves of absences shall be applied for in writing to the Administrator or designate and they shall respond in writing.

21.04 Bereavement Leave

An employee shall be granted five (5) consecutive days' leave of absence without loss of pay in the event of the death of an employee's spouse, child, parent, step-parent (in loco parentis), stepchild. Spouse shall include common law or same sex. In the event of a death in the immediate family of an employee, such employee shall be allowed three (3) consecutive days away from work. The employee will be paid to the extent that three (3) days are scheduled workdays straight time at their regular pay rate. Immediate family shall mean parent-in-law, sibling, grandparents, grandchildren, sibling-in-law, child-in-law. A part-time employee shall receive pay only for the hours they were scheduled to work.

In the event of an interment, or similar celebration, an employee who qualifies for bereavement days with pay, may save up to two (2) of the days identified above without loss of pay to attend the event.

21.05 Pregnancy and Parental Leave

- a) Pregnancy and Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000 of Ontario, unless otherwise amended*.
- b) A part-time employee relieving for an employee during a period of Pregnancy or Parental Leave will retain her part-time status and continue to receive the appropriate payment in lieu of employee benefits set out in Article 27 during such period of relief.

Pregnancy Leave

- a) 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 as provided in the *Employment Standards Act, 2000* and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- ii. The employee must have started employment with the Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii. The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Parental Leave i) below.

- b) An employee who is on pregnancy leave as provided under this Agreement and has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance system shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following the completion of the Employment Insurance waiting period, as per the Employment Insurance Act and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- c) An employee who does not apply for leave of absence under 21.05 a) (i) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with 21.05 a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.

- d) 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. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job and former shift if her shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practise of the Employer in existence at the time the leave of absence began and in the absence of such a system or practise shall reinstate the employee in accordance with the provisions of 21.05 d).
- f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act, 2000* shall continue and seniority shall accumulate during the leave.
- h) Upon expiry of seventeen (17) weeks' pregnancy leave, an employee may immediately commence parental leave as provided under the parental leave provisions of this Agreement. The employee shall give the Employer at least four (4) weeks' notice in writing that she intends to take parental leave.

i) **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 the 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 her own.
- iii. Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) 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. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave, and thirty-seven (37) weeks in duration if they did not.
- iv. An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.

- v. Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began as the case may be or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
- vi. For the purposes of parental leave, the provisions under 21.05 a), b), d), e), f), g) and h) shall also apply.

21.06 Education Leave

The Board may grant to a permanent employee, a leave of absence without pay to upgrade employment qualifications, provided that the qualifications are relevant to the employee's employment and the request is made at least one (1) month prior to the proposed commencement of the leave. When applying for an education leave, the leave will be for the duration of the educational program and an employee must indicate the date of departure and specific date of return. Should such leave be for a period in excess of one (1) year, the employee's position will not be held, but the employee will retain casual status and seniority for the purpose of accepting shifts and bidding on available positions and the Board will endeavour to accommodate the employee's return to work in an appropriate position where operationally feasible.

21.07 Jury and Witness Duty Leave

The Board shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Board shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service, and the amount received.

21.08 Transfer of Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

- 21.09** Upon an employee's return to work from leave under Article 21, they are expected to meet any provincially mandated conditions of employment that took effect during their leave, unless to do so would violate human rights legislation.

ARTICLE 22 – SICK LEAVE

22.01 A new full-time employee who has completed the probation period shall be credited with 4.5 days of sick leave credit. Thereafter, a full-time employee shall be credited with 1.5 days of sick leave for every month of service or part thereof and shall be cumulative to a maximum of 300 days. Notwithstanding the above, an employee off work because of compensable injury or illness shall continue to accumulate sick leave credits for a period of one (1) year from the date of absence. An employee can access earned sick bank and vacation leave for the purpose of mandatory isolation periods.

22.02 a) Any employee absent from work through sickness in excess of three (3) days shall be required to produce a certificate from a duly qualified medical practitioner certifying as to such employee's illness. On the fourth (4th) or subsequent illness in any calendar year, the Board may request such a certificate for shorter periods of absence. Notes provided under this Article are not eligible for reimbursement by the Employer unless the medical note has been requested by the Employer on the 4th or subsequent illness in any calendar year.

b) Where possible, each employee shall notify their supervisor four (4) hours in advance when they will be absent from work. Further, an employee having been absent in excess of three (3) days is required to advise their immediate supervisor of their intent to return to work at least twenty-four (24) hours prior to the return.

22.03 On reaching retirement age or if any employee is forced to retire due to ill health, or if any employee terminates their employment having had seven (7) or more years seniority with the Board, accumulated sick leave benefit will be paid in cash on the basis of the current wage scale not exceeding fifty percent (50%) of the total number of days standing to the credit of such employee, and in any event not more than an amount equal to six (6) months earnings at the current rate. Calculations to be made from July 1, 1963.

22.04 Sick leave banks shall be available on-line for staff to access. The Employer will provide paper copy if an employee does not have access to a computer.

22.05 When a full-time employee is transferred to a part-time position, they shall be credited with all the unused portion of sick leave standing to their credit at the time of transfer.

22.06 Self Isolation

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

ARTICLE 23 – HOSPITALIZATION, MEDICAL BENEFITS AND RETIREMENT

23.01 The Board agrees to contribute one hundred percent (100%) of the Ontario Health Insurance Plan for all employees participating.

23.02 Regular full-time employees must participate in OMERS, subject to the enrolment and eligibility requirements of OMERS. Subject to the enrolment and eligibility requirements of OMERS, part-time employees shall be given the option to participate in OMERS. Contributions by employees and Board shall be made in accordance with appropriate legislation.

23.03 a) Upon completion of three (3) months of service with the Home, the Board agrees to contribute one hundred percent (100%) of the premium cost of a group life insurance policy in the amount of fifty thousand dollars (\$50,000) for each full-time employee.

b) The Board shall make available an Optional Life Insurance Plan providing coverage for an employee and/or their spouse. Such Optional Life Insurance coverage to be available in units of \$10,000 to a maximum set out in the policy and subject to the employee providing evidence of insurability satisfactory to the insurer. The employee shall be responsible for 100% of the premium costs of this plan, through payroll deductions.

23.04 a) The Board shall pay one hundred percent (100%) of the premium for the Blue Cross Extended Health Care Plan or equivalent plan to all employees covered by this Agreement including Vision Care to four hundred dollars (\$400) per twenty-four (24) month period. Effective January 1, 2013, Article 23.04 (a) will be amended to include a drug card plan with the provision that generic drugs be prescribed, unless the prescribing physician expressly stipulates otherwise.

b) The Employer will reimburse to one hundred dollars (\$100) the cost of an eye examination for each employee and their dependants every two (2) years.

c) There will be an \$12.00 dispensing fee cap on Prescriptions. Dispensing fees of more than \$12.00 will be paid for by employees.

23.05 A dental plan, Blue Cross #9 (or its equivalent), will be provided based on the current ODA fee schedule. The plan shall provide for recall (check up) schedules of once every six (6) months for persons eighteen (18) years of age or less and once every nine (9) months for persons over eighteen (18) years of age. The Board will pay seventy-five percent (75%) of the billed premiums of this plan and the employee will pay twenty-five (25%) of the billed premiums of this plan.

All eligible services (preventive, diagnostics, emergency, palliative procedures, x-rays, and preventative services (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction)), subject to the current limits above, on frequency, are reimbursed at 100% by the Employer, to a maximum of \$1500 per person, per year (January 1-December 31).

23.06 Where an employee is off work due to illness or disability, the Board will continue its contributions to the above plans for a maximum period of twelve (12) months from the onset of the illness or disability. The Board's obligations in this regard will cease immediately in the event of an employee failing to contribute their share of the premium costs.

Upon expiration of the above (12) month period, an employee may elect to continue their participation in all or any of the above plans by assuming responsibility for the full premium costs for the coverage to be continued.

When an employee elects to continue coverage under any or all of the above plans, premium for such coverage shall be payable to the Board no later than the first working day for each month of coverage. The Board shall provide the employee with a minimum of thirty (30) days written notice of the expiration of the twelve (12) month period referred to above.

- 23.07** Failure to pre-pay premiums by the first working day for each month of coverage will result in termination of benefits.
- 23.08** The Union will be provided with a current copy of the Master Benefits Policy covering bargaining unit employees.
- 23.09** Entitlement to benefits is subject to the enrolment requirements of the insurer.
- 23.10** It is understood that the Board may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not decreased. Before making such a substitution, the Board shall notify the Union to explain the proposed change and to ascertain the views of the employees.

ARTICLE 24 – CLASSIFICATION AND WAGE RATES

24.01 The *Classifications and Wage Rates* are set out in Schedule “A” attached hereto and form an integral part of this Agreement.

24.02 Job Description

- a) The Board agrees to draw up job descriptions for all positions for which the Union is the bargaining agent and/or make current copies available to the Union.
- b) An employee shall be given a copy of their job description upon request.
- c) Job descriptions shall not be changed or altered without prior discussion with the Union.

24.03 New Job Classification

The Board shall prepare a job description whenever a new job classification is created. The Board will provide the Union with a copy of the job description and the proposed salary range for the new classification. Following discussion, and in the event that the parties are unable to agree on the appropriate salary range, the matter shall be referred to arbitration for final resolution.

24.04 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior notification to the Union.

24.05 An employee who is changing from one job classification to another on the wage grid with no break in service will be placed at the appropriate rate of pay in Schedule A, based on their seniority with the Employer as calculated in Article 17.

An employee may be considered for advanced standing based on previous experience in a registered position with another Employer.

ARTICLE 25 – RELIEVING IN OTHER GRADES

25.01 An Employee who bids or is transferred to a higher paying position, shall be placed on the step in the wage grid that provides for an incremental increase.

25.02 An Employee who bids on or is transferred to a lower paying position, shall be placed on the step in the wage grid, equal to their current step in the wage grid, or the step in the wage grid closest to the wage rate they are leaving.

ARTICLE 26 – UNIFORMS

26.01 a) The Board will supply three (3) uniforms annually to employee classified as Cooks, Food Service Workers, Housekeepers, Laundry Aides, 400 Club and all Maintenance positions. Such uniforms shall be laundered and maintained by the employees, and such uniforms shall be worn by employees while on duty.

Employees are required to wear shoes in keeping with the safety policies of the Board.

b) Where required, the Board will provide hairnets.

c) The Board will provide an annual allowance of one hundred and fifty dollars (\$150) towards the cost of safety boots for full-time and part-time employees of the Maintenance Department.

ARTICLE 27 – GENERAL

27.01 Part-Time Employees

In addition to the employee's hourly rate, a part-time employee shall receive in lieu of fringe benefits provided in Article 23 – Hospitalization and Medical Benefits, an amount equal to fourteen (14%) of their regular hourly rate.

ARTICLE 28 – PAYDAYS

28.01 Paydays shall be every second Friday except that should a holiday fall on that day then the preceding day shall be deemed to be paying day. There shall be a one (1) week holdback of all pay and pay will be deposited in the financial institution of the employee's choice.

Where an error exceeding one hundred dollars (\$100.00) occurs on the employee's paycheque, the Board will issue a manual cheque to reimburse the employee in the amount of the error.

Should an employee fail to check in or out as required with the result that they are underpaid, the employee will be paid for hours worked on their next pay. If the failure to check in or out is the result of a scanner malfunction, the Board will issue a manual cheque.

ARTICLE 29 – HOURS OF WORK AND WORKING CONDITIONS

29.01 Employees other than 400 Club/Activities

- a) For the purpose of computing time, the working days shall commence at 12:00 a.m., and conclude at 11:59 p.m.
- b) During the bi-annual change of times, affected employees will be paid straight time for the actual hours worked (eg. 7 or 9).
- c) An employee shall receive one (1) fifteen (15) minute paid rest period during each four (4) hour portion of a scheduled shift.
- d) All shifts shall be worked in a period not to exceed eight (8) consecutive hours. There shall be no split shifts. (Note: This includes a paid half (1/2) hour meal period).

Hours of Work and Scheduling

The normal hours of work for all employees covered by this Agreement shall be as follows:

Full-Time Employees

The normal hours per week shall be forty (40) hours. Employees shall be required to work an average of five (5) eight (8) hour shifts, inclusive of a half (1/2) hour paid meal period.

Part-Time Employees

It is agreed that the scheduled hours of work and shifts for part-time employees will be distributed on an equitable basis among those employees normally performing the work. Where additional shifts or additional hours become available beyond those referred to above, they shall be distributed on a rotation basis, in order of seniority amongst those part-time employees normally performing the work. With respect to additional shifts or additional hours, the following procedures shall be applied to the administration of this clause:

- i. The most senior employee normally performing the work will be given first opportunity to accept the work.
- ii. The available shifts/hours will then be offered to the next most senior employee normally performing the work. This process will continue with the available work being offered to employees in order of seniority until the shift/hours are filled.
- iii. Subsequent shift/hours that become available will be offered to the employee next lower in seniority to the individual filling the additional shift/ hours immediately preceding the current opportunity. It is agreed and understood that the equitable distribution of additional shifts shall be based on an equitable distribution of opportunities amongst those employees normally performing the work and not hours worked.

29.02 400 Club and Activities Employees

a) Hours of Work and Scheduling

The following is intended to define the normal hours of work for full-time and part-time regularly scheduled employees, but shall not be interpreted to be a guarantee of work or pay for any employee:

Hours of work for 400 Club and Activities employees may range from three (3) to eight (8) hours.

The normal bi-weekly work period will have no more than six (6) consecutive shifts.

The Employer will endeavour on the master schedule for full-time employees to have no rotation.

A full-time and part-time employee will be scheduled off at least four (4) days in a bi-weekly period.

There shall be no shifts less than three (3) hours in duration.

b) Days off

A full-time employee will be scheduled for no less than every second weekend off, unless for operational requirements. A part-time employee will be scheduled for no less than every third weekend off, unless for operational requirements. A weekend is defined as Saturday and Sunday.

c) Working Schedule

The Employer agrees to post a work schedule covering a minimum of two (2) weeks and a maximum of eight (8) weeks. The schedule shall be posted in the 400 Club office and in the "O" Drive at least one (1) week in advance. The Union shall receive a copy of the work schedule upon request.

The Employer will provide a minimum of twenty-four (24) hours' notice to an employee if the Employer is changing a shift on the working schedule.

A shift is defined as days, evenings, or nights.

Part-time employees' hours will be distributed as follows:

- Distributed by seniority up to fifty (50) hours bi-weekly on the master schedule.
- On the working schedule, the additional hours are equalized.
- After the schedule is posted, additional shifts are by seniority.

d) Rest Periods and Meal Periods

Rest periods and meal periods shall be as follows:

- i. An eight (8) hour shift, receive a thirty (30) minute paid meal period and two (2) fifteen (15) minute paid rest periods.
- ii. If a shift is greater than five (5) hours and less than eight (8) hours, receive a thirty (30) minute paid meal period and one fifteen (15) minute paid rest period.
- iii. If the shift is greater than three (3) hours and up to five (5) hours, receive one paid fifteen (15) minute rest period.
- iv. If a shift is three (3) hours or less, no meal period or rest period.

e) The Employer will not schedule split shifts.

f) Subject to the approval of the Employer, employees may exchange shifts (not give away) within the classification and there shall be no overtime or any premium as a result of the shift exchange.

An employee is permitted to work in two (2) positions provided that one of the positions is a casual position and that such work does not result in an employee working overtime.

g) For the purpose of computing time, the working days shall commence at 12:01 a.m. and conclude at 12:00 p.m.

h) During the bi-annual change of times, affected employees will be paid straight time for the actual hours worked.

29.03 The Board will endeavour to arrange schedules so as to permit employees to have at least three (3) weekends off in every nine (9) week schedule. A weekend will consist of fifty-six (56) consecutive hours off with the majority of the hours off being on Saturday and Sunday.

The Board will endeavour to post new schedules at least one (1) week prior to the beginning of the next schedule.

29.04 Whenever an employee's schedule is changed by the Board so as to result in regularly scheduled working hours with new starting and finishing times, they shall be paid at the rate of time and one half (1 1/2) for work performed during this first working day following unless notice of such change has been given to them by Administration or their designate at least twenty-four (24) hours prior to the new starting time.

29.05 Subject to the approval of the Employer, an employee may exchange a scheduled shift with another employee by giving the Employer at least twenty-four (24) hours notice of their intention to exchange a shift, together with a written undertaking, signed by the employee willing to replace them. In any event, it is understood that such change in shift indicated by an employee and approved by the Employer shall not result in overtime compensation or payment.

The employee may exchange days off within their classification with employees of either part-time or full-time status. Employees may exchange scheduled shifts within their classification with any previously scheduled employees.

29.06 a) When an employee is required to change shifts, sixteen (16) hours shall be allowed between shifts. If, however, an employee is required to report on the next shift, in any less time than sixteen (16) hours after finishing their first shift, the employee shall be paid at overtime rates for the period worked before the sixteen (16) hours time allowed for shift changed has expired. However, the Board will not be required to pay such overtime rate where such sixteen (16) hour period is shortened:

- i. at the specific request of the employee; or
- ii. for any period of time by which the sixteen (16) hour rest period is shortened due to the employee having working overtime on their previous shift.

b) In the case of the 400 Club, Activities, Dietary Department and Housekeeping Departments, the time off will be eleven (11) hours between shifts so as to allow more consecutive working days for these employees. The parties agree that the implementation of this clause will not directly result in a reduction of the current full-time staff complement in the 400 Club, Activities, Dietary and Housekeeping Departments.

ARTICLE 30 – SHIFT DIFFERENTIALS

30.01 A shift premium of one dollar (\$1.00) per hour shall apply to all shifts in which the majority of hours are worked between 3:00 p.m. and 11:00 p.m.

30.02 Employees shall be paid a weekend premium of an additional 55¢ per hour for all hours worked between Friday at 11:00 p.m. and Sunday at 11:00 p.m. Effective January 1, 2024, the weekend premium shall increase to 75¢. This premium shall be in addition to the shift premium.

30.03 Effective January 1, 2022, employees shall be paid a night premium of an additional \$1.00 per hour for all hours worked between 11:00 p.m. and 7:00 a.m.

ARTICLE 31 – OVERTIME

31.01 Authorized work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of time and one half (1 1/2) the employee's regular hourly rate. Overtime opportunities will be distributed equitable among those full-time employees normally performing the work. Where an error in the distribution of overtime results in a missed opportunity, the duly entitled employee shall be offered the next available opportunity in their classification as a remedy.

Where a missed overtime opportunity is offered, an employee shall accept or decline the opportunity to work. If an employee declines, then they shall be considered as having worked for the purposes of administering the remedy described in paragraph one.

31.02 Any employee required to work on their regularly scheduled day off shall be paid at one and one-half (1 1/2) times the regular rate. It is agreed and understood that time off between work assignments for a part-time employee shall not be considered as scheduled days off and a part-time employee shall have no entitlement under this clause.

31.03 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked unless requested by the employee in writing.

31.04 Call-Back

An employee who has left the premises of the Employer and who is requested to and reports for work outside of their regular scheduled working hours shall be paid a minimum of four (4) hours pay at straight time or the rate of time one and one-half (1 1/2) for the hours so worked, whichever is the greater, provided the hours so worked do not overlap and extend into their regular shift. If the hours so worked under this call-in provision overlap and extend into their regular shift, they shall receive pay only for the hours actually worked prior to the commencement of this regular shift at the rate of the time of one and one half (1 1/2) of their regular rate of pay.

31.05 Standby Premium

Employees on call will remain available to report to work during the on-call period and shall receive two (2) hours' pay at their regular rate per calendar day as compensation for making themselves ready and available to work, carrying the on-call phone and attending to phone calls during non-working hours of each day.

A second call back received within four hours after the employee is first called back shall not result in a second call back amount.

ARTICLE 32 - ANNUAL VACATION AND STATUTORY HOLIDAYS

32.01 a) i. Vacation credits are earned on a pro-rated basis. The following vacation entitlement shall apply to full-time employees:

Up to one (1) year of service	4%
After one (1) year of service	two (2) weeks
After three (3) years of service	three (3) weeks
After nine (9) years of service.....	four (4) weeks
After fifteen (15) years of service.....	five (5) weeks
After twenty-one (21)	six (6) weeks
After twenty-eight years of service.....	seven (7) weeks

A week's vacation pay is a regular week's pay.

ii. If an employee is absent without pay for more than thirty (30) calendar days in the previous vacation year, the employee will be entitled to their vacation time off in the current vacation years however, in this instance, vacation pay will be calculated on the appropriate percentage (i.e., three (3) weeks = 6%) of the employee's previous year's gross earnings. Notwithstanding the above, an employee who is off on compensable injury or illness, pregnancy and parental leave, emergency leave, and bereavement leave shall retain their regular vacation pay for a period of twelve (12) months from the date of absence.

b) The following vacation entitlement shall apply to part-time employees as indicated:

Up to three (3) years of service (5175 hours).....	4% of gross earnings
After three (3) years of service (5176 hours).....	6% of gross earnings
After nine (9) years of service (15525 hours)	8% of gross earnings
After fifteen (15) years of service (25875 hours) ..	10% of gross earnings
After twenty twenty-one (21) years of service (36225 hours)	12% of gross earnings
After twenty-eight (28) years of service (48300 hours).....	14% of gross earnings

A part-time employee will be paid vacation pay quarterly unless the part-time employee agrees to receive such vacation pay on each pay cheque. All part-time employees hired after April 30th, 2004, will be paid vacation pay on each pay cheque.

c) A part-time employee may request an unpaid leave of absence for vacation purposes which will not be unreasonably denied.

d) An employee on Pregnancy and Parental Leave shall receive the vacation credits that they would have otherwise earned had the employee worked the period of leave, after their return to active duty.

- 32.02** a) Where a day that is designated as a paid holiday for an employee falls within the employee's vacation period, the holiday shall not be counted as a day of vacation leave.
- b) Any full-time employee while on vacation who becomes ill or injured for more than three (3) days will be allowed at some future date to take additional time off for the period covering the illness or the injury that occurred during their vacation, provided they notify the Board of this fact during their vacation and the injury or illness is verified by a certificate signed by a duly recognized medical practitioner. Any additional days that are allowed because of the sickness or accident will be paid out of the full-time employee's sick leave credits.
- c) A full-time employee shall be eligible to carry over vacation from one year to the next provided that such vacation credits standing to the employee's account at no time exceeds one hundred and fifty percent (150%) of the employee's normal annual entitlement. The Board reserves the right to schedule an employee off work on vacation in instances where an employee has vacation credits standing to their account in excess of one hundred and fifty percent (150%) of their normal annual entitlement.

EXAMPLE:

Annual Vacation Entitlement	Maximum Credits At Any Time
2 weeks	15 days
3 weeks	22.5 days
4 weeks	30 days
5 weeks	37.5 days
6 weeks	45 days

32.03 Full-time and part-time employees must submit written requests for vacation each year as follows:

Submit by	Time Period	Posted by
November 1	January – April	November 30
March 1	May - August	March 30
July 1	September - December	July 30

Every attempt will be made by the Board to grant vacation as requested for the April 1 and October 1 requests; however, where conflicts arise amongst employees as to the choice of vacation times, consideration shall be given to the respective seniority of such employees and staffing requirements in the final determination of the vacation schedule. Approved vacation shall not be changed without the consent of the affected employee.

Any vacation not requested during the April 1 and October 1 deadlines shall be requested in writing to be taken within the same vacation year with at least two weeks' notice; such vacation shall be approved at the sole discretion of the Employer without consideration to length of service.

32.04 Paid Holidays

The following paid holidays will be observed during the life of this Agreement for all full-time employees covered by this Agreement.

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

Floating Days

The Employer agrees to grant employees one (1) floating day off with pay to be taken on a day mutually agreed upon between the Employer and the Employee.

The employee requesting a floating holiday shall apply in writing one (1) week in advance of the date in which they wish to absent themselves, and where there is a conflict the seniority of employees and the efficient operation of the Board shall be the governing factors. If the holiday is not taken during the calendar year the employee shall be reimbursed for it in December of calendar year.

Employees can only submit a request to use a statutory holiday once the holiday has been earned and credited to their bank. The employee requesting a statutory holiday shall apply in writing as above. Requests for statutory holidays shall only form part of the annual vacation submission in Article 33.03 where the statutory time credits are available to use.

Qualifying employees will be entitled to bank a maximum of six (6) statutory holidays or the equivalent of forty-eight hours for time-off purposes. In cases where a statutory holiday bank exceeds the maximum number of days or hours, a pay-out of excess hours will be required and initiated by payroll to return the bank to the allowable maximum hours. Audit reports will be run on a quarterly basis to verify bank maximums and resolve overages.

Note: The Employer will also collapse the current statutory holiday banks (STAT, ST2) to a single bank to implement the above.

Part-time employees will be entitled to the above-mentioned paid holidays, with the exception of the two (2) floating holidays, provided they meet the qualifications under the *Employment Standards Act*.

Should the Home be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Home shall be established as the legislated holiday, after discussion with the Union, so that the Home's obligation to provide the number of paid holidays remains unchanged.

32.05 If a public holiday falls on a day that would not ordinarily be a working day for an employee or a day on which the employee is on vacation, the Employer shall substitute

another day that would ordinarily be a working day for the employee to take off work and for which they shall be paid public holiday pay as if the substitute day were a public holiday.

A day that is substituted for a public holiday under clause 33.04 shall be:

- i. a day that is no more than three months after the public holiday; or
- ii. if the employee and the Employer agree, a day that is no more than twelve (12) months after the public holiday.

32.06 Any employee required to work on any of the holidays designated under Article 33.04 of the Agreement shall receive salary at two and one half (2½) times the employee's regular rate for each hour worked or at one and one half (1½) times the employee's regular rate for each hour worked in addition to a day off, with pay, in lieu of the holiday, for the first eight (8) consecutive hours then two and one half (2.5) times for any additional hours which shall be paid out.

If the employee elects to take the lieu day, such lieu day must be taken within six (6) months following the holiday they worked on at a time mutually agreed upon by the employee and their supervisor. Where the lieu day is not taken during the above-mentioned period, the employee shall be paid for the lieu day; request for specific lieu days off must be submitted to the supervisor at least one (1) week in advance. An employee's request for an extra day off with pay shall not be unreasonably refused.

Any Part-time employee who does not work a holiday designated under Article 33.04 and who is eligible to be paid for the holiday, shall be paid the amount of regular wages earned and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by 20.

32.07 In order to qualify for payment of any of the above holidays an employee shall be required to work their last regular scheduled shift immediately preceding the holiday and their next regularly scheduled shift immediately following the holiday. No pay for a holiday not worked shall be made to any employee on leave of absence, on Worker's Compensation or on absence for sickness or non-compensable accident.

32.08 Cancellation of Vacation Requests

To minimize disruption to the schedule and lost shift opportunities for staff, approved vacation requests shall not be cancelled after posting of the schedule unless extenuating circumstances exist. In such cases, cancellation will be mutually agreed upon between the manager and the employee.

ARTICLE 33 – HEALTH EXAMINATIONS

33.01 When required by the Board, the employee will submit to a complete medical examination, inoculations, and vaccinations; it being understood that the expense of any medical examinations, functional abilities assessments, inoculations, vaccinations, etc. which are required under this clause, shall be borne by the Board. The Employer will require a functional ability assessment as a condition of employment, and for accommodation under the OHRC. It is understood that when a

medical examination occurs during an employee's regular scheduled shift, such employee will be compensated up to a maximum of two (2) hours' loss of pay due to such medical examination.

ARTICLE 34 – RETROACTIVITY

34.01 For all employees the new wage rates set out in this Agreement shall be retroactive to the 1st day of January 2023 respectively for all paid hours. Similarly, for those who have terminated since those dates, the new wage rates shall be paid retroactively for all paid hours until the date of their respective termination. They shall have thirty (30) days from the date of notification thereof by the Board to request their pay. The Board shall notify such employees of their entitlement as soon as possible by registered mail at their last known address. Unless otherwise specified all other terms of this Agreement shall be effective on the date of ratification.

ARTICLE 35 – VALIDITY OF AGREEMENT

35.01 In the event of any of the provisions of this Agreement or any practice established thereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

ARTICLE 36 – TERMINATION CLAUSE

36.01 The Collective Agreement shall take effect on January 1, 2023 and shall continue in full force and effect until December 31, 2024, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period from ninety (90) days preceding the expiry date of the Collective Agreement, that it desires to amend or terminate the Collective Agreement.

36.02 Notice that amendments are required or that, either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Agreement or any anniversary date of such expiration date.

36.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purposes of negotiations within twenty (20) days of the giving of such notice, if requested to do so.

36.04 The cost of printing and distributing sufficient copies of the Collective Agreement to the parties shall be borne equally by the Board and the Union.

SIGNED ON THIS 7 **DAY OF** February, **2025.**

FOR THE HOME



Shani Giroux (Feb 7, 2025 16:13 EST)

FOR THE UNION



Debbie Levesque (Feb 8, 2025 09:45 PST)

Angie Punnett

Angie Punnett (Feb 25, 2025 10:07 EST)

William Brooks

William Brooks (Feb 13, 2025 11:30 EST)

Lindsay Dyrda

Lindsay Dyrda (Feb 7, 2025 11:08 EST)

Camille Bigras

Camille Bigras (Feb 11, 2025 09:17 EST)

Brenda Wallace

BRENDA WALLACE (Feb 11, 2025 18:35 EST)

Enzo Campanaro

Enzo Campanaro (Feb 6, 2025 17:06 EST)

Carrie Armstrong

Carrie Armstrong (Feb 6, 2025 18:35 EST)

Sean Wilson

Sean Wilson (Feb 6, 2025 13:25 EST)

SCHEDULE "A" - CLASSIFICATION AND WAGES

January 1, 2023	PROBATION	START	YEAR 1	YEAR 2
Classification				
RPN/RAI/REHAB/BSO**	\$ 28.21	\$ 29.51	\$ 30.83	\$ 32.35
RPN Lead	\$ 31.03	\$ 32.46	\$ 33.91	\$ 35.59
Restorative Therapist	\$ 24.79	\$ 25.53	\$ 26.31	\$ 27.21
Nurse's Aide*	\$ 27.18	\$ 27.81	\$ 28.45	\$ 29.25
HCA/PSW Certified	\$ 27.53	\$ 28.20	\$ 28.86	\$ 29.65
Housekeeper/Laundry/Helping Hands/General Helper	\$ 21.65	\$ 22.32	\$ 22.99	\$ 23.78
FSW*	\$ 21.73	\$ 22.36	\$ 23.02	\$ 23.78
FSW Certified	\$ 22.09	\$ 22.75	\$ 23.41	\$ 24.19
Cook Certified	\$ 24.37	\$ 25.09	\$ 25.81	\$ 26.69
Semi-Skilled Maintenance	\$ 21.58	\$ 22.24	\$ 22.92	\$ 23.71
Skilled Maintenance	\$ 24.19	\$ 24.92	\$ 25.69	\$ 26.56
Skilled Maintenance Lead Hand	\$ 26.62	\$ 27.43	\$ 28.24	\$ 29.23
Activity Assistant*	\$ 21.45	\$ 22.45	\$ 23.45	\$ 24.43
Activity Assistant	\$ 21.84	\$ 22.81	\$ 23.79	\$ 24.81
400 Club - PSW*^	\$ 22.26	\$ 23.26	\$ 24.25	\$ 25.26
400 Club - PSW^	\$ 22.64	\$ 23.64	\$ 24.63	\$ 25.64
BSO - PSW	\$ 25.73	\$ 26.73	\$ 27.72	\$ 28.73

* Uncertified

**These wages do not reflect the \$3.00 wage enhancement which will be paid in accordance with the minutes of settlement dated 5 September, 2024.

The form of the wage grid as it appears in this collective agreement is without prejudice to any position the parties may take during the next round of negotiations regarding whether the wage enhancement should be included in the base wage for RPN's.

^These hourly wage rates do not reflect the \$3.00 per hour PSW permanent wage enhancement issued by the ministry. The form of the wage grid as it appears in this collective agreement is without prejudice to any position the parties may take during the next round of negotiations or at the pending grievance arbitration regarding whether the PSW permanent wage enhancement should be included in the base wage for PSW's day program.

July 1, 2023	PROBATION	START	YEAR 1	YEAR 2
Classification				
RPN/RAI/REHAB/BSO**	\$ 28.35	\$ 29.66	\$ 30.98	\$ 32.51
RPN Lead	\$ 31.19	\$ 32.63	\$ 34.08	\$ 35.76
Restorative Therapist	\$ 24.91	\$ 25.66	\$ 26.44	\$ 27.35
Nurse's Aide*	\$ 27.32	\$ 27.95	\$ 28.59	\$ 29.40
HCA/PSW Certified	\$ 27.67	\$ 28.34	\$ 29.00	\$ 29.80
Housekeeper/Laundry/Helping Hands/General Helper	\$ 21.76	\$ 22.43	\$ 23.10	\$ 23.90
FSW*	\$ 21.84	\$ 22.47	\$ 23.14	\$ 23.90
FSW Certified	\$ 22.20	\$ 22.86	\$ 23.53	\$ 24.31
Cook Certified	\$ 24.49	\$ 25.22	\$ 25.94	\$ 26.82
Semi-Skilled Maintenance	\$ 21.69	\$ 22.35	\$ 23.03	\$ 23.83
Skilled Maintenance	\$ 24.31	\$ 25.04	\$ 25.82	\$ 26.69
Skilled Maintenance Lead Hand	\$ 26.75	\$ 27.57	\$ 28.38	\$ 29.38
Activity Assistant*	\$ 21.56	\$ 22.56	\$ 23.57	\$ 24.55
Activity Assistant	\$ 21.95	\$ 22.92	\$ 23.91	\$ 24.93
400 Club - PSW^	\$ 22.37	\$ 23.38	\$ 24.37	\$ 25.39
400 Club - PSW^	\$ 22.75	\$ 23.76	\$ 24.75	\$ 25.77
BSO - PSW	\$ 25.86	\$ 26.86	\$ 27.86	\$ 28.87

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January 1, 2024	PROBATION	START	YEAR 1	YEAR 2
Classification				
RPN/RAI/REHAB/BSO**	\$ 29.20	\$ 30.55	\$ 31.91	\$ 33.49
RPN Lead	\$ 32.12	\$ 33.61	\$ 35.10	\$ 36.84
Restorative Therapist	\$ 25.66	\$ 26.43	\$ 27.23	\$ 28.17
Nurse's Aide*	\$ 28.14	\$ 28.79	\$ 29.45	\$ 30.28
HCA/PSW Certified	\$ 28.50	\$ 29.19	\$ 29.87	\$ 30.69
Housekeeper/Laundry/Helping Hands/General Helper	\$ 22.41	\$ 23.10	\$ 23.79	\$ 24.62
FSW*	\$ 22.50	\$ 23.14	\$ 23.83	\$ 24.62
FSW Certified	\$ 22.87	\$ 23.55	\$ 24.24	\$ 25.04
Cook Certified	\$ 25.22	\$ 25.98	\$ 26.72	\$ 27.62
Semi-Skilled Maintenance	\$ 22.34	\$ 23.02	\$ 23.72	\$ 24.54
Skilled Maintenance	\$ 25.04	\$ 25.79	\$ 26.59	\$ 27.49
Skilled Maintenance Lead Hand	\$ 27.55	\$ 28.40	\$ 29.23	\$ 30.26
Activity Assistant*	\$ 22.21	\$ 23.24	\$ 24.28	\$ 25.29
Activity Assistant	\$ 22.61	\$ 23.61	\$ 24.63	\$ 25.68
400 Club - PSW [^]	\$ 23.04	\$ 24.08	\$ 25.10	\$ 26.15
400 Club - PSW [^]	\$ 23.43	\$ 24.47	\$ 25.49	\$ 26.54
BSO - PSW	\$ 26.64	\$ 27.67	\$ 28.70	\$ 29.74

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July 1, 2024	PROBATION	START	YEAR 1	YEAR 2
Classification				
RPN/RAI/REHAB/BSO**	\$ 29.35	\$ 30.70	\$ 32.07	\$ 33.66
RPN Lead	\$ 32.29	\$ 33.77	\$ 35.28	\$ 37.03
Restorative Therapist	\$ 25.79	\$ 26.56	\$ 27.37	\$ 28.31
Nurse's Aide*	\$ 28.28	\$ 28.93	\$ 29.60	\$ 30.43
HCA/PSW Certified	\$ 28.64	\$ 29.34	\$ 30.02	\$ 30.84
Housekeeper/Laundry/Helping Hands/General Helper	\$ 22.52	\$ 23.22	\$ 23.91	\$ 24.74
FSW*	\$ 22.61	\$ 23.26	\$ 23.95	\$ 24.74
FSW Certified	\$ 22.98	\$ 23.67	\$ 24.36	\$ 25.17
Cook Certified	\$ 25.35	\$ 26.11	\$ 26.85	\$ 27.76
Semi-Skilled Maintenance	\$ 22.45	\$ 23.14	\$ 23.84	\$ 24.66
Skilled Maintenance	\$ 25.17	\$ 25.92	\$ 26.72	\$ 27.63
Skilled Maintenance Lead Hand	\$ 27.69	\$ 28.54	\$ 29.38	\$ 30.41
Activity Assistant*	\$ 22.32	\$ 23.36	\$ 24.40	\$ 25.42
Activity Assistant	\$ 22.72	\$ 23.73	\$ 24.75	\$ 25.81
400 Club - PSW**^	\$ 23.16	\$ 24.20	\$ 25.23	\$ 26.28
400 Club - PSW^	\$ 23.55	\$ 24.59	\$ 25.62	\$ 26.67
BSO Recreationist	\$ 23.77	\$ 24.72	\$ 25.71	\$ 26.74
BSO - PSW	\$ 26.77	\$ 27.81	\$ 28.84	\$ 29.89

* Uncertified

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LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 146, CLC**

AND

**THE BOARD OF MANAGEMENT OF CASSELLHOLME, EAST NIPISSING
DISTRICT HOME FOR THE AGED**

RE: Summer Students


This is to confirm the understanding reached between the parties as it relates to the status of summer students upon completion of their summer employment term with the Board.


It is agreed that a student hired as a “summer student” during the school vacation period shall be considered a “term employee” and, as such, not subject to the lay-off and recall provisions set out in the Collective Agreement between the parties.


For greater certainty, the Board shall not be required to provide notice of layoff to a summer student upon completion of their summer employment nor shall a summer student have any rights of recall. (Incorporate 2nd LOU of Qualified Students Working During School Term)


SIGNED ON THIS 7 DAY OF February, 2025.


FOR THE HOME


Shani Giroux (Feb 7, 2025 16:13 EST)



Angie Punnett (Feb 25, 2025 10:07 EST)



William Brooks (Feb 13, 2025 11:30 EST)



Lindsay Dyrda (Feb 7, 2025 11:08 EST)



Camille Bigras (Feb 11, 2025 09:17 EST)

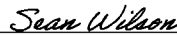
FOR THE UNION


Debbie Levesque (Feb 8, 2025 09:45 PST)


BRENDA WALLACE (Feb 11, 2025 18:35 EST)


Enzo Campanaro (Feb 6, 2025 17:06 EST)


Carrie Armstrong (Feb 6, 2025 18:35 EST)


Sean Wilson (Feb 6, 2025 13:25 EST)

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 146, CLC

AND

THE BOARD OF MANAGEMENT OF CASSELLHOLME, EAST NIPISSING
DISTRICT HOME FOR THE AGED

RE: Scheduling

(Hours are not guaranteed)

(This letter will be implemented as of February 22, 2010)

Full-Time

Master Schedule – Straight shifts, no rotation (the Employer endeavours). Effective the date of ratification of this agreement, Master Schedule – Blended shifts, excluding night shift.

Notwithstanding *Article 30.02 Part-Time Employees*, this letter will apply to scheduling for part-time employees.

Part-time – Master 24 hours in 2 weeks

Replacement – working schedule – as per present Collective Agreement.

Additional shifts once schedule is posted – distributed by seniority

Example:

Employee	Master Schedule (Distribute by seniority up to 24 hrs.)	Working Schedule (Equalized hrs)	Posted Schedule (Additional shifts seniority)
#1	32 hours		
#2	24 hours		
#3	24 hours		
#4	24 hours		
#5	24 hours		
#6	24 hours		
#7	24 hours		
#8	24 hours		

Note: Employees may exchange shifts after the schedule is posted.

Master schedule will reflect the hours that presently exist in their respective departments.

The Employer agrees to post a work schedule covering a minimum of two weeks and a maximum of eight weeks.

A part-time employee has the right to specifically agree to not have an actual specific shift identified (just the hours) on the master and the Employer can rely upon that when needed.

The Employer will endeavour to set the master schedule for one unit, but the Employer is entitled to schedule an employee on more than one shift.

SIGNED ON THIS 7 DAY OF February, 2025.

FOR THE HOME

Shani Giroux
Shani Giroux (Feb 7, 2025 16:13 EST)

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LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 146, CLC**

AND

**THE BOARD OF MANAGEMENT OF CASSELLHOLME, EAST NIPISSING
DISTRICT HOME FOR THE AGED**

RE: Joint Committee – Helping Hands Support Role

The Employer agrees to establish a joint committee to review the possibility of creating a “Helping Hands Support Role” to assist when working short-staffed and explore other contingency through the Labour Management Committee.

SIGNED ON THIS 7 DAY OF February, 2025.

FOR THE HOME

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Shani Giroux (Feb 7, 2025 16:13 EST)

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LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 146, CLC**

AND

**THE BOARD OF MANAGEMENT OF CASSELLHOLME, EAST NIPISSING
DISTRICT HOME FOR THE AGED**

RE: Call-Ins for Part-Time Employees

The Parties agree that call-ins are absences which affect the posted schedule, which are required to be filled by the Employer and will be allocated as follows:

Call-in lists for all Part-time employees by classification, shall be posted in the workplace. Employees will be placed in order of seniority.

The process shall continue until all employees on the list have been offered a call-in and then the process shall be repeated.

The Parties may agree to amend this process by mutual agreement.

SIGNED ON THIS 7 DAY OF February, 2025.

FOR THE HOME

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Shani Giroux (Feb 7, 2025 16:13 EST)

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Angie Punnett (Feb 25, 2025 10:07 EST)

William Brooks
William Brooks (Feb 13, 2025 11:30 EST)

Lindsay Dyrda
Lindsay Dyrda (Feb 7, 2025 11:08 EST)

Camille Bigras
Camille Bigras (Feb 11, 2025 09:17 EST)

FOR THE UNION

Debbie Levesque
Debbie Levesque (Feb 8, 2025 09:45 PST)

Brenda Wallace
BRENDA WALLACE (Feb 11, 2025 18:35 EST)

Enzo Campanaro
Enzo Campanaro (Feb 6, 2025 17:06 EST)

Carrie Armstrong
Carrie Armstrong (Feb 6, 2025 18:35 EST)

Sean Wilson
Sean Wilson (Feb 6, 2025 13:25 EST)

LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 146, CLC**

AND

**THE BOARD OF MANAGEMENT OF CASSELLHOLME, EAST NIPISSING
DISTRICT HOME FOR THE AGED**

RE: Scheduling for the New Building and Shift Patterns

This is to confirm the understanding reached between the Parties as it relates to the process of scheduling staff in the new building and transitioning to the new building.

It is agreed that the Parties will form a committee that consists of an equal number of members appointed by the Union and management. This committee will meet as often as is required during the transition period and preparing to move to the new building.


The Parties agree that in the selection of lines by the staff, seniority shall be the deciding factor.


For greater certainty, the mandate of the scheduling committee will be to allow for discussion and meaningful input by the Union into the creation by Management of new master schedules including but not limited to the following criteria.


- Start and end times
- Length of shifts
- Line selection process
- Shift rotations (blended or overlapping)
- Staffing level requirements
- Home areas
- Working hours
- Any additional areas of concern that might arise.


SIGNED ON THIS 7 DAY OF February, 2025.


FOR THE HOME


Shani Giroux (Feb 7, 2025 16:13 EST)



Angie Punnett (Feb 25, 2025 10:07 EST)



William Brooks (Feb 13, 2025 11:30 EST)


Lindsay Dynda (Feb 7, 2025 11:08 EST)



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DISTRICT HOME FOR THE AGED**


RE: Funding Levels

The parties agree that the PSW wage enhancement contemplates the continuation of wage enhancement funding. The parties agree that if the current funding for PSW wage enhancement should be withdrawn by the ministry, we will meet. The purpose of the meeting would be to discuss the effect such loss of funding might have on the parties and discuss solutions to mitigate such losses.


Should additional funding become available for RPN wage enhancements, we agree to meet and discuss such funding and what if any effect the enhancement in this agreement will have on the utilization of such funding.

SIGNED ON THIS 7 DAY OF February, 2025.

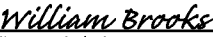
FOR THE HOME



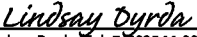
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**THE BOARD OF MANAGEMENT OF CASSELLHOLME, EAST NIPISSING
DISTRICT HOME FOR THE AGED**

RE: Mentorship Pay

The Employer will agree to continue its practice of paying mentors a premium of \$1.50 per hour during the one-day mentorship day for newly-hired employees and will discontinue deduction of \$1.50 from those being mentored.

The premium currently paid (with corresponding offset deducted from those being mentored) to employees who mentor during the orientation period (up to ten shifts) will be discontinued. Employees will be expected to mentor employees during the orientation period as part of their regular duties.

SIGNED ON THIS 7 DAY OF February, 2025.

FOR THE HOME


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

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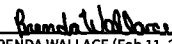

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