

COLLECTIVE AGREEMENT

BETWEEN

WC OPERATING (ONTARIO-2) LP O/A BOUGH BEECHES PLACE

AND

**THE CANADIAN UNION PUBLIC EMPLOYEES AND ITS
LOCAL 4987**

January 29, 2023 to January 28, 2025

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ARTICLE 1- PREAMBLE

- 1.1 Whereas it is the desire of both parties to this Agreement:
- i. to establish and maintain harmonious relations and settled conditions of employment between the Employer and the Union;
 - ii. to encourage efficiency in operation;
 - iii. to provide for prompt and orderly method of settling complaints which may arise under this Agreement;

ARTICLE 2 - RECOGNITION CLAUSE

2.1 Scope Clause

The Employer recognizes the Canadian Union of Public Employees as the bargaining agent for all employees of **WC Operating (Ontario-2) LP** operating as Bough Beeches Place (1130 Bough Beeches Boulevard, Mississauga, Ontario) in the City of Mississauga, Ontario save and except Registered Nurses, Supervisors, Maintenance, Clerical and those persons above the rank of Supervisor.

2.2 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement. No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization from the union.

- 2.3 Employees not covered by the terms of this Agreement will not perform any duties, which are normally performed by members of the bargaining unit.

This article shall not prevent residents or designates from making arrangements for private care providers or publicly funded service delivery (VON, Homecare), private duty or companion care. Such service(s) is between the resident and or designates and the provider and shall not be viewed as a violation of the Collective Agreement.

The current incumbents of the following classifications shall be considered working supervisors who may continue to perform bargaining unit work:

Environmental Services Supervisor
Food Service Supervisor
Administrative Assistant
Head Nurse
Office Coordinator

2.4 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives

of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/advisor(s) may have access to the Employer's premises, with the Employer's permission, in order to deal with any matters arising out of this collective agreement, such permissions shall not be unreasonably denied.

- 2.5 "Employee(s)" for the purpose of this agreement are persons employed by **WC Operating (Ontario-2) LP** operating as Bough Beeches Place, 1130 Bough Beeches Boulevard, Mississauga, Ontario, who are within the scope of the bargaining unit as defined in Article 2.01.
- 2.6 "Employer" - The Employer for all purposes of this collective agreement is **WC Operating (Ontario-2) LP** operating as Bough Beeches Place, 1130 Bough Beeches Boulevard, Mississauga, Ontario.
- 2.7 Definitions
- a) A full time Employee is one who is regularly scheduled for sixty (60) hours or more bi-weekly.
- b) A part time Employee is one who is regularly scheduled for less than sixty (60) hours bi-weekly.
- c) An unscheduled part-time Employee is one who does not have any regularly scheduled hours and is called into work on an as needed basis.

For unscheduled part-time Employees the hours may fluctuate up and down without triggering the layoff or posting procedures.

2.8 No Competition

An employee may not enter into a financial arrangement with a resident and/or their responsible party (pertaining to the resident) to provide services with whom the Employer has a contractual relationship.

- 2.9 **During the term of this Collective Agreement there shall not be any contracting out of work currently performed by members of the bargaining unit, if as a result of such contracting out a layoff of any employees results from such contracting out.**

ARTICLE 3 - STRIKES AND LOCKOUTS

- 3.1 The Union agrees that there shall be no strikes and the Employer agrees that there will be no lockouts during the term of this Agreement. The definitions of the terms "lockout" and "strike" shall be as defined in the *Ontario Labour Relations Act, 1995*.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:
- a) To determine and establish standards and procedures for the service, care, welfare, safety and comfort of the clients of the Employer;
 - b) To maintain order, discipline and efficiency, and to make, alter, and enforce reasonable rules and regulations to be observed by employees;
 - c) To hire, classify, promote, demote, transfer, schedule, layoff, recall, direct assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause;
 - d) Generally, to manage the business and, without restricting the generality of the foregoing, the services to be rendered, the methods, the work procedures, to determine all staffing requirements and hours, to select, control and direct the use of all material required in the operation of the Employer that are in the interest of the safety and well-being of the Employer residents, employees and the public.
 - e) The Employer agrees not to exercise its rights in an arbitrary or discriminatory manner.

ARTICLE 5 - NO DISCRIMINATION

- 5.1 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any person employed by the Employer on account of membership or non-membership in this trade union or association or because of activity or non-activity in the union.
- 5.2 The Employer recognizes the principle that it is their responsibility to maintain a harassment and discrimination-free workplace. Therefore, the Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, or any other prohibition of the Human Rights Act of Ontario.

ARTICLE 6 - UNION SECURITY

- 6.1 All employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution

and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, one and a half percent (1.5%) initiation fees, or assessments levied by the Union on its members.

- 6.2 Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees and the Recording Secretary of the Local Union, by no later than the fifteenth (15th) day of the month following, accompanied by a list of the names and addresses of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month.
- 6.3 The Employer agrees to show the total amount of Union dues deducted on the employee's T4 slip.
- 6.4 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with conditions of employment set out in the Articles dealing with Union Security and Dues remittance.
- 6.5 The Union agrees to save the Employer harmless from all deductions made from an employee's pay as provided.
- 6.6 On commencing employment, the employee's immediate Supervisor shall introduce the new employee to a Union Steward or Representative, who will provide the new employee with a copy of the Collective Agreement, and explain to the new employee, the rights and privileges under this Agreement for a time up to a maximum of ten (10) minutes.

ARTICLE 7 - UNION - MANAGEMENT RELATIONS

7.1 Names of Stewards

The Union will supply the Employer with the names of its Stewards. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- 7.2 A Union Committee of not more than three (3) shall be selected by the Union to represent the Union for the purpose of handling grievances or any matter properly arising from time to time during the continuance of this Agreement. If a Steward is not available, the meeting may be postponed until one is available.
- 7.3 The Union recognizes that union representatives have regular duties to perform on behalf of the Employer. Such employees will not leave their duties on Union business without first obtaining permission from their immediate Supervisor. Such permission will not be unreasonably withheld.

7.4 **Labour/Management**

A Labour/Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved ongoing relations. In addition, the Union will have a National Representative present for such meetings, if so desired

Meetings of Committee

The Committee shall meet at least quarterly or as may be mutually agreed at a time and place. Its members shall receive a notice and agenda of the meeting at least one (1) week in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

7.5 **Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Any employee who is a representative of the Union on the Bargaining Committee shall have the privilege of attending Committee meetings held within the employee's working hours without loss of remuneration and will be considered time worked. The privilege applies only when the Committee is engaged in committee work with representatives of the Employer. In addition, the Union will have a National Representative present for such meetings, if so desired.

7.6 **JOINT HEALTH AND SAFETY COMMITTEE**

(a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.

(b) The Health and Safety Committee shall be established and comprise of equal representation of management and employees, at least one of the bargaining unit members shall be a certified worker. The committee shall identify potential dangers; recommend means of improving the health and safety programs. The Committee shall meet at least once every three (3) months or more often as

deemed necessary by the parties. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany their inspections. Scheduled time spent in all such activities shall be considered as time worked and the appropriate rate will apply.
- (d) An employee, who is injured during working hours and is required to leave for medical treatment of such injury, the employee shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave. If a doctor states that the employee is fit for further work on that shift then the employee shall complete their shift.
- (e) The Employer agrees to provide coverage for employees who are injured or have an accident in the workplace. This plan may be provided by a private insurance carrier or by Workers Safety and Insurance Board. The placement of this insurance is at the sole discretion of the Employer provided the coverage is equal to or better than WSIB.
- (f) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (g) Once an outbreak has been declared by Public Health, the Employer will meet as soon as practicable with the Union Stewards to discuss the direction provided by Public Health and its impact on staffing.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.2 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, an employee is entitled to be represented by their union representative.

- 8.3 An earnest effort shall be made to resolve issues fairly and promptly in the following manner:

Complaint Stage

It is understood that an employee has no formal grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee(s).

Step 1

Failing resolution, a written grievance shall be submitted to the Executive Director or designate. A meeting will be held within 5 working days and a written response issued. The grievance will include the matter complained of, the clause(s) said to be violated, the redress sought and will be signed by the employee. The grievance can also be signed on behalf of the griever (s) by a union executive member.

Step 2

Failing settlement at Step 1, the Union will contact the Labour Relations Representative at **Bough Beeches Place** and a meeting will be held within 10 working days. A written response will be issued within 5 working days.

- 8.4 Failing settlement with the above noted procedure, the grievance may be submitted to arbitration.

8.5 **Mediation**

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

8.6 **Policy / Group Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance will be initiated at Step 2.

8.7 **Definition of Working Days**

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

8.8 **Time Limits**

The time limits mentioned in this Article and in the following Article may be extended by mutual agreement of the parties.

ARTICLE 9 - ARBITRATION

9.1 **Referral to Arbitration**

It is agreed by the parties that any difference of opinion relating to the interpretation,

application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.2 Payment for Board of Arbitration

Each of the parties shall bear the expense of the arbitrator appointed by it, and the parties shall bear equally the expense of the third party, and any cost of the place of, hearing of such arbitration, if and when the necessity arises.

9.3 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

9.4 Decision of the Board

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

9.5 Single Arbitrator

The Employer and the Union agree that by written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (Y.) of the fees and expenses of the arbitrator and any costs of the place of hearing if and when the necessity arises. The party submitting the grievance to arbitration shall provide, when advising the other party with notice, a list that contains three (3) suggested arbitrators.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

10.1 Right to a Union Steward

Any time an employee is to be reprimanded, questioned as part of an investigation, or disciplined, they shall have the right to the presence of a Union steward or a local representative.

10.2 Omit Grievance Steps

A claim by an employee who has completed their probationary period that they have been unjustly suspended or discharged from their employment will be treated as a special grievance commencing at Step 2 of the Grievance Procedure. Such grievance shall be submitted within 5 calendar days after the notice is given in writing.

10.3 Clearing the Record

Any disciplinary action or letter of reprimand is to be removed from the employee's record and shall not be used against their twenty-four (24) months from the date of reprimand, provided that during the twenty-four (24) month period there has not been any other discipline given to the employee

10.4 Access to Personnel File

An employee may request, in writing, an opportunity to view their personnel file in the presence of their supervisor or designate. The request shall be made at least five (5) working days during business hours (9-5) in advance of the review and the information the employee may review will be; their application form, any written formal evaluations, formal disciplinary notations, or incident reports in the file.

ARTICLE 11- SENIORITY

11.1 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. For Full time employee's seniority shall be calculated from the last date of hire. For Part-time Employees seniority shall be calculated on the basis of 1800 hours paid equals one (1) year.

11.2 The Employer shall maintain a seniority list. An up to date seniority list shall be sent to the Union and posted on the Union bulletin board in January and July of each year.

Any questions regarding the seniority list must be submitted in writing to the Employer within thirty, (30) days following the posting of the list.

11.3 Probationary Employees

All new employees will be considered as probationary employees until they have been employed for 450 hours worked. The parties may, by mutual consent, extend the probationary period.

During the probationary period employees shall be entitled to all right and privileges of this agreement unless otherwise specified. After completion of the probationary period, seniority shall be credited for the probationary period.

The probationary period affords the employer an opportunity to assess the employee. An employee who has not completed their probationary period may be released if the employer assesses them to be unsuitable.

11.4 Transfers and Seniority Outside the 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.

11.5 An employee shall lose seniority and shall cease employment for the following reasons:

- a) resignation;
- b) retirement;
- c) is discharged for just cause and not reinstated;
- d) is absent from work for a period of three (3) scheduled shifts without notifying the Employer, unless a reasonable explanation is provided to the Employer;
- e) fails to return to work within seven (7) calendar days following a recall from lay-off after being notified by registered mail to do so. It shall be the employee's responsibility to notify the Employer of their current address;
- f) has been laid-off for a period of 18 months;
- g) engages in gainful employment without the authorization while on an approved leave of absence;
- h) If a casual employee has not been available to work for a period of three (3) months;
- i) Is absent from work for thirty (30) months due to illness or accident. The Employer agrees to abide to any obligations they may have under the Ontario Human Rights Code when applying this Article.

ARTICLE 12 - JOB POSTINGS

12.1 In the event a new job is created or a vacancy occurs in the existing job classifications, (unless notified by the Employer that a vacancy is not going to be filled or postponing the posting) the Employer shall post such vacancies for a period of seven (7) calendar days so that employees may apply.

The posting shall stipulate the qualifications, classification, rate, and shift. No new employees will be hired prior to completing the internal applicant process.

12.2 From the applications received appointment shall be made on the basis of qualifications, skills, ability, and service of the applicant. Where these are relatively equal, seniority shall be the determining factor.

12.3 The initial and subsequent vacancy shall be posted in accordance with 12.01. All others are at the discretion of the Employer.

Until the vacancy is filled resulting from the job posting provisions, the Employer may temporarily assign an employee to the vacant position.

12.4 **Temporary Job Postings**

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is temporary and shall indicate the estimated duration of the job. A temporary vacancy shall not normally exceed six (6) months. Upon termination of the temporary vacancy, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of eight (8) weeks or longer shall not bid on any other temporary posting until the end of his/her temporary position.

12.5 **Trial Period**

The successful applicant to a new position (not previously worked) shall be placed on a trial period of thirty (30) days. During the trial period, the employee and the Employer will have the opportunity to evaluate job performance. If either the employee or the Employer deems it necessary, the employee shall revert to their previous job at their former rate of pay without loss of seniority.

Any unsuccessful applicants for the original posting will then be considered in accordance with Article 11.01. If there are no unsuccessful applicants, then the position would be reposted.

ARTICLE 13 - LAYOFF AND RECALL

13.1 A lay-off shall be defined as a permanent reduction in the workforce or a permanent reduction in the regular hours of work of an employee. The Employer shall notify employees who are to be permanently laid off in accordance with the provisions of the Employment Standards Act and the Union with no less than four (4) weeks written notice.

13.2 In the event of layoff, the Home shall lay off employees in the reverse order of their seniority, within their classification, providing that there remain on the job employees who have the ability and qualification to perform the work.

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

(a) accept the layoff; or

(b) opt to retire;

- (c) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job and is qualified without training, other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 13.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (c) above.

It is understood that, at time of layoff, up to date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with 13.01

13.3 **Reduction of Hours**

It is agreed and understood, that in the interest of efficiency and effectiveness, other layoff procedures may be mutually agreed upon.

- i) The Employer agrees to: Provide the Union with bi-weekly reductions of hours per classification.
- ii) Provide the Union with revised work schedules (of classifications that are directly affected or could be affected). Where possible the Employer will attempt to maintain full time hours. It is understood and agreed that this will not restrict the Employer's right to schedule.
- iii) Inform Employees of the reductions.
- iv) Within five (5) days allow Employees to select, in order of seniority, a position within the new revised work schedule. Employees will also have the choice of attending in person or providing a number where they can be reached at their set time. Employees put their name down on any available position (providing qualified).

At the conclusion of this process the new schedule becomes effective and Employees with no available positions would receive their required notice in accordance with 13.01.

13.4 **Recall**

Employees shall be recalled in order of seniority. Notice of recall shall be sent by registered mail to the employee's last known address. The employee must respond in writing to the notice within seven (7) calendar days of receipt of such notice, of their

intention to either accept or decline the offer to recall. In the event that they do not respond to the notice or they refuse to accept the position, they shall lose all seniority and shall be considered to have resigned their employment.

- 13.5 No new employees shall be hired until all those laid off and those who have the same qualified skill and ability have been given an opportunity to return to work and have failed to do so, in accordance with this Article, or have been found unable to perform the work available.
- 13.6 Each employee shall keep the Employer informed of any changes in their employment-related information. The Employer shall be entitled to rely on the most recent address and telephone number furnished by the employee for all purposes.

ARTICLE 14 - HOURS OF WORK

- 14.1 The normal hours of work are seven and one-half (7 1/2) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The normal days per week are five (5) days per week with a week being the period from Monday to Sunday. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

It is agreed and understood that the Residence is a twenty-four hour per day, seven days per week continuous operation and that services must be maintained.

14.2 Working Schedule

A (2) two-week schedule shall be posted in an appropriate place at least (2) two weeks in advance of the effective date.

There shall be no shifts of less than (3) three hours. There will be no split shifts.

14.3 Time off Between shifts

There shall be a minimum of (12) twelve hours off between scheduled shifts of work. After the schedule has been posted Employees may make themselves available for additional shifts with a minimum of (8) eight hours between shifts.

14.4 Days Off

Days off shall be planned in such a way as to equally distribute free weekends. A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday.

All Employees shall be scheduled so that no employee shall work more than six (6) consecutive days, unless otherwise agreed to by the employee.

14.5 Standard/Daylight Savings Time

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

14.6 The shift commencing at or about 23:00 hrs. shall be considered the first shift of the day.

14.7 Rest Period and Meal Periods

Rest periods shall consist of fifteen (15) minutes paid Meal periods shall consist of thirty (30) minutes unpaid.

<u>Shift Duration</u>	<u>Meal Period</u>	<u>Rest Period</u>
Over 4 hours	0	1
Over 5 hours, up to 6 hours	1	1
6 1/2 hours or more	1	2

Where an employee's meal period is interrupted, the employee shall have the opportunity to take such time at another agreeable time on the same shift, in discussion with a supervisor or charge nurse. If unable to take at another time on the same shift, the employee can submit a request for payment of the meal period at either straight time or overtime, whichever is applicable.

14.8 Shift Exchanges/Giveaways

Employees may be permitted to giveaway or exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, at least 72 hours in advance of the shift the employee wishes to exchange or giveaway. The 72 hours may be waived by mutual agreement. Such permission will not be unreasonably withheld. The Employer has no obligation for non-compliance issues or any premium payment arising out of any such exchange. Where the shifts involved include a shift differential, this premium shall be paid to the employee working the shift.

14.9 Call-In Procedure

The order of steps to cover a scheduled shift will be as follows:

1. Employees in the affected department and classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority from last accepted.
2. Then qualified employees in any other department or classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority from last accepted.
3. Employees could then be called in from the department and classification in order of their seniority from last accepted. It is understood that the appropriate overtime charges would apply.

14.10 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3)

hours of work, or if no work is available, will be paid at least three (3) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. The reporting pay will be prorated for part time employees.

ARTICLE 15 - OVERTIME

- 15.1 Overtime shall be paid for all hours over seven and one half (7.5) consecutive hours in a shift or seventy-five (75) hours bi-weekly at the rate of time and one-half (1 1/2) the employee's regular rate of pay.
- 15.2 All overtime must be authorized, by the Executive Director or designate. The authorization must be prior to working the hours, except in the case of an emergency.
- 15.3 No Lay Off to Compensate for Overtime
The Employer will not lay off employees during regular scheduled hours to equalize any overtime worked.
- 15.4 No Duplicating or Pyramiding of Overtime
Overtime premiums will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.
- 15.5 Call- Back Pay
An Employee who has left the premises and is called back shall receive a minimum of three (3) hours pay at time and one half (1 1/2) their regular rate of pay. This clause shall not apply where the call back hours occur immediately prior to their scheduled shift.

ARTICLE 16 - LEAVES OF ABSENCE

- 16.1 General Leave
The Employer may grant leaves of absence without pay, to an employee who applies in writing at least one (1) month prior to the commencement of the leave, unless not possible. The employee must state the date of leaving and the date of return and the purpose of the leave. Such leave shall not be unreasonably denied.
- 16.2 Bereavement Leave
When a death occurs in the immediate family of a full time employee, the employee shall be granted leave up to a maximum of four (4) days, without the loss of pay ending with the day of the funeral.
- a) Immediate family shall include parents, grandparents, great grandparents,

grandchildren and siblings.

b) In the case of an aunt, uncle, niece or nephew, mother-in-law or father-in-law, two (2) days without loss of pay to attend the funeral will be granted.

c) An employee will not be eligible to receive Bereavement leave payment for any period, in which they are receiving any other payment such as sick pay.

d) Where it is necessary because of distance, the employee may be granted an unpaid leave of absence.

e) When a death of a spouse or child of a Full Time employee, the employee shall be granted leave up to a maximum of five (5) days, without loss of pay ending with the day of the funeral. It is agreed and understood that the definition of spouse is to include same sex spouse.

16.3 Jury Duty/Witness Leave

The Employer shall grant a leave of absence without loss of regular pay to an employee who serves as a juror; or subpoenaed to attend any court of law providing the employee:

a) Notifies the Employer as soon as they become aware that they will be subpoenaed or receives the subpoena whichever comes first;

b) Presents to the Employer proof of service requiring the employee's attendance;

c) Deposits with the Employer the full amount of compensation, excluding mileage or travel and meal allowances and an official receipt.

If not selected to sit on a jury or released as a witness, the employee shall contact their Supervisor and inform him of same and the Supervisor will endeavor to reschedule the employee's return to work as soon as possible.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

16.4 Leave for Full-Time Union

An employee who is elected or selected for a full-time position with the Union or any Union affiliate, shall be granted leave of absence without pay and without loss of seniority for up to one (1) year.

16.5 Education Leave

a) Where employees are required to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

b) Leave of absence without pay for the purposes of attending short course, workshops, seminars-related to employment at the Residence may be granted at the discretion of the Residence upon written application by the employee to the Executive Director or their designate.

16.6 Pregnancy/Adoption Leave

(a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

(b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

(c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance. The employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.

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

(d) The Employer may request an employee to commence pregnancy leave at such time as the duties of their position cannot reasonably be performed by a pregnant woman or the performance or non-performance if their work is Maternity affected by the pregnancy.

(e) Seniority shall accumulate during the leave.

(f) 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.

16.7 Parental Leave

a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.

c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody,

care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.

- d) 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.
- e) For the purposes of Parental Leave, the provisions under 16.07 a), b), c), and e) shall also apply.
- f) The Employer shall continue to pay the Employer's portion of premiums (provided the employee pays their portion) for all Health and Welfare Plans for Pregnancy/Adoption leave for up to the maximum period set for such leaves in the *Employment Standards Act*.

16.08 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer up to and including conciliation and/or Mediation. Any discussions with respect to a grievance or union business are only permissible during working hours when the employee obtains the required permission of the Employer before leaving their regular duties.

ARTICLE 17 - HOLIDAYS

17.1 The following days shall be recognized as paid holidays:

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

Full time employees shall receive one additional float holiday per year to be scheduled at a mutually agreeable time.

17.2 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work their scheduled shift before and the scheduled shift after the holiday unless on an approved leave of absence or absent due to a bona fide reason.

17.3 Payment for Holidays

Employees who work the holiday shall receive one and one-half (1 1/2) times their regular rate of pay for all hours worked. In addition, the employee will receive a regular's day pay or, if requested in writing, a lieu day to be taken within 30 days of the holiday.

17.4 Holidays for Days Off

If one of the above named holidays occurs on an employee's regular day off, or during their vacation period, the employee shall receive an additional day off in lieu thereof. This day off shall occur within thirty (30) days after the statutory holiday, unless otherwise arranged between the employee and Supervisor.

17.5 Christmas or New Year's Off

All attempts will be made to ensure that if you worked Christmas, you will have New Year's day off. The Employer will make every attempt to accommodate all requests in a fair and equal manner.

ARTICLE 18 - VACATION

18.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service as follows:

Less than one (1) year of service	4% of gross earnings
After One (1) year of service	2 weeks and 4% of gross earnings
After Four (4) years of service	3 weeks and 6% of gross earnings
After Eight (8) years of service	4 weeks and 8% of gross earnings
After Fifteen (15) years of service	5 weeks and 10% of gross earnings

Effective January 1, 2019

After Twenty-three (23) years of service	6 weeks and 12% of gross earnings
--	-----------------------------------

Part time employees will receive the corresponding vacation pay on each pay cheque. For the purpose of this article 1 year equals 1800 hours paid.

18.2 Vacation Request

Each employee in the classification should indicate by March 31st his/her preference for vacations during the vacation year.

The vacation schedule shall be confirmed in writing and posted by April 15th.

In the event of conflicting requests, vacation will be granted in order of seniority. Vacation requests received after the March 31st deadline will be granted on a first

come first served basis. The Employer will endeavor to respond in writing within (2) two weeks of receipt of requests.

- 18.3 The vacation year shall run from January to December. The accrued vacation must be taken during the vacation year immediately following the year it was accrued and not prior to that.
- 18.4 Vacation pay will be paid to all full time employees on the regular pay day, during their vacation. Any remaining vacation funds (in the employee's current bank), as of the last pay period in December of each calendar year, will be paid **no later than the second pay period in January** of the following year, by separate deposit.
- 18.5 An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon by the Employee concerned and the Employer.
- 18.6 Illness During Vacation
Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.
It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness requiring hospitalization occurring immediately prior to the scheduled vacation.
- 18.7 An employee, who leaves the Employer for whatever reason, shall be paid their outstanding vacation balance.
- 18.8 An employee shall not be permitted to accumulate their vacation from one year to another unless they receive approval in writing.
- 18.9 **Approval may be granted under special circumstances to allow an employee carry over vacation from one year to the next. The request and approval will be in writing.**

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

- 19.1 Wages for the employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.
- 19.2 Errors in Pay
The Employer shall pay wages every two (2) weeks. Each employee shall be provided with an itemized statement of their wages and deductions.
- a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention.

b) If the error results in an employee being underpaid by one day's pay or more, the Employer will provide payment for the shortfall within three business days from the date of notification of the error. Any underpayment less than one day's pay will be made in the pay following the date on which it was brought to the Employer's attention.

19.3 Pay during Temporary Transfers

When an employee is temporarily assigned to relieve in or perform the principal duties of a higher paying position, in excess of a % shift, she shall receive the rate for the job commensurate with their placement on the grid. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

19.4 Responsibility Allowance for Work Outside the Bargaining Unit

When the Employer temporarily assigns an employee to carry out the responsibilities of an employee outside of the bargaining unit for a period in excess of a % shift, the employee shall receive an allowance of five (\$5.00) for each shift from the time of the assignment.

19.5 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend mandatory in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

19.6 Uniform Allowance

The Uniform Allowance is for the sole and exclusive purpose of maintaining appropriate attire while at work.

The allowance shall be paid twice per year in January and July as follows:

- a) Full-time employees shall receive \$100.00
- b) Part-time employees shall receive \$75.00

Employees who have not worked the full six (6) months prior to the payment date shall receive a pro-rated amount.

19.7 Shift Premium

The employer agrees to pay a shift premium of twenty cents (20) cents per hour to employees for each hour worked between the hours of 3:00 p.m. and 7:00 a.m.

19.8 **Weekend Premium**

The Employer agrees to pay a weekend premium of ten cents (\$0.10) per hour to employees for each hour worked on Saturday and Sunday.

ARTICLE 20 - EMPLOYEE BENEFITS

20.1 The Employer shall provide access to the electronic information booklet for eligible employee as described in Article 2.07 which provides full details of the benefits provided. Upon request by the Union, they will be provided an electronic copy of the information booklet.

20.2 Dental

The Employer agrees to provide a Basic Dental Plan for post probationary full time employees. Basic Plan, current ODA, benefit year January 1 to December 31, with a one thousand, five hundred dollars (\$1,500) maximum. Further, the Employer agrees to pay 50% of the premium cost, for said benefit. The deductible for this plan annually is \$25.00 for single and \$50.00 for family coverage.

20.3 Extended Health Care Benefits

The Employer shall provide full time employees who have completed their probationary period with an Extended Health Care Plan. The Employer shall pay one hundred per cent (100%) of the premiums.

Eligible Expenses (Benefit year January 1 - December 31)

- (i) Semi-private hospitalization - difference between ward and semi-private hospital room.
- (ii) The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.
- (iii) Private duty nursing at home when medically necessary, to a maximum of \$10,000 per person per benefit years.
- (iv) Paramedical: Services of a licensed or registered chiropractor, naturopath, osteopath, podiatrist chiropodist, psychologist, physiotherapist, speech therapist or massage therapist to a maximum of \$350.00 per person, per practitioner per benefit year, per specialty.
- (v) Vision Care: Up to \$275.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery.
- (vi) Orthotics: \$200.00 toward orthotic devices and entrench current orthopaedic shoes at \$150.00 per person per benefit year if recommended by a physician or podiatrist, provided that they are prescribed by an orthopedic surgeon, podiatrist or chiropodist as being medically necessary.
- (vii) No survivor benefits.

(viii) Life insurance (2x employee's annual salary effective thirty (30) days, 100% Employer paid premium.

(ix) A.D.&D \$35,000 100% Employer paid premium.

20.4 Part-time Premium in-lieu: Effective September 18, 2022, introduce a percentage-in-lieu of 6% for all part-time employees, except those currently receiving benefits. The parties shall have three months to discuss and decide whether to provide those part-time employees who receive benefits are given the option to be paid in-lieu of benefits.

20.5 Effective January 1, 2005, part time employees who are scheduled less than 60 hours and more than 40 hours bi-weekly will be eligible to apply for Extended Health Benefits, Life Insurance and AD & D. The Employer agrees to pay 25% of the total premium for these benefits. The employee is responsible for the other 75%.

20.6 It is agreed that any full-time employee who has benefit coverage from another Employer will not be eligible for benefits under this plan.

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

ARTICLE 21- SICK LEAVE

21.1

- a) Full time employees who have completed their probation shall be entitled to earn seven and one half (7.5) hours for every one hundred and forty (140) hours worked to a maximum of ninety (90) hours of sick leave credit.
- b) Employees shall be paid their regular wages for scheduled hours absent due to illness, until their sick accrual bank is exhausted.
- c) Employees may be paid sick leave credits to a maximum of ninety (90) hours in each calendar year.
- d) Employees may elect to cash in their sick days at fifty percent (50%) of the value of any unused days as of December 31st of each year. It is understood and agreed that should an employee elect the cash out there will be no sick leave credits carried over into the following year. The fifty percent (50%) payout will be paid out by the end of January.
- e) Absence for sickness or accident compensable by the Workplace Insurance plan will

not be charged against sick leave credit.

- f) Any employee absenting himself on account of personal illness must notify the Employer, with as much notice as possible, on the first day of illness before the time they would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

21.2 The Employer reserves the right to request that the employee produce a medical certificate for any illness the Employer shall pay the cost of the certificate.

ARTICLE 22 - PENSION PLAN

In this Article, the terms used shall have the meanings as described:

1. "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multiemployer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, and in addition:

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employees" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

2. Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three percent (3%) of applicable wages to the Plan.

Effective November 12, 2024, the pension contribution shall be increased to four percent (4%) of applicable wages for the Employee and the Employer.

3. The employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
4. The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute

towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

5. The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch PS, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 5 of the agreement are:

- (i) To be provided Once Only at Plan commencement

Date of Hire

Date of Birth

Date of first Contribution

Seniority List to include hours from date of hire to Employer's fund entry date for the purpose of calculating past service credit.

- (ii) To be provided with each remittance

Name

Social Insurance Number Monthly Remittance Pensionable Earnings

YTD pension contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

- (iii) To be provided once and if status changes Full address provided to the Home Termination date where applicable (MMDDYY)

- (iv) To be provided once if they are readily available Gender Marital Status

Any additional information requests beyond that noted above may be provided, if

possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- 6. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated October 19, 2012 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 23 - GENERAL CONDITIONS

23.1 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities. Prior to posting a copy must be shown to the Executive Director or Designate.

23.2 Plural or Feminine Terms May Apply

Whenever the feminine pronoun is used in this agreement, it includes the masculine and non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.

ARTICLE 24 - TERM OF AGREEMENT

- 24.1 This Collective Agreement shall be binding on and from **January 29, 2023** and remain in effect until **January 28, 2025** and shall continue from year to year thereafter unless either party gives to the other party, notice in writing in the ninety (90) day period to the expiry date or anniversary of the expiry date that it desires its termination and amendment.

24.2 Retroactive pay

Retroactive payment to all current employees to be made within three full pay periods and itemized on employee's regular pay. Persons who worked during the period from January 29, 2020 onwards but who are no longer employed will also be eligible for payment of retroactivity. The Employer will send a letter to the last known address of each such person advising them of their right to retroactivity. Former employees will have 30 calendar days from the date of mailing to claim payment. Former employees who fail to claim their payment within the 30-day period shall be deemed to forfeit any claim thereto.

Signed the _____ day of _____, 2025 in _____, Ontario.

For the Employer:

T. Robinson
T. Robinson (Feb 12, 2025 16:12 EST)

Tanya Maguire
Tanya Maguire (Feb 24, 2025 16:39 EST)

For the Union:

Atlixhe (T.J.) Zeneli
Atlixhe (T.J.) Zeneli (Feb 5, 2025 10:03 EST)

Lina Mendoza
Lina Mendoza (Feb 12, 2025 16:52 EST)

Rita Raginskas
Rita Raginskas (Feb 12, 2025 13:39 EST)

LETTER OF UNDERSTANDING

RE: Ontario Retirement Communities Association (ORCA) Training

The Union and Employer jointly acknowledge the importance of remaining in compliance with the Retirement Homes Regulatory Authority (RHRA), specifically in the completion of mandatory monthly ORCA training, as may be amended from time to time.

The Employer will provide employees four (4) hours of payment, in January of each calendar year, as compensation for completing such training in the previous calendar year. Should an employee not have completed the mandatory training before the end of the calendar year, compensation will be withheld.

Signed the _____ day of _____, 2025 in _____, Ontario.

For the Employer:

For the Union:

T. Robinson
T. Robinson (Feb 12, 2025 16:12 EST)

ALZ
Alzha (T.J.) Zemel (Feb 6, 2025 10:03 EST)

Tanya Maguire
Tanya Maguire (Feb 24, 2025 16:29 EST)

Lina Mendoza
Lina Mendoza (Feb 12, 2025 16:52 EST)

Rita Raginskas
Rita Raginskas (Feb 4, 2025 13:39 EST)

LETTER OF UNDERSTANDING

RE: EMPLOYEE ASSISTANCE PROGRAM

The Employer provides an Employee Assistance Program (EAP) for all employees.

Signed the _____ day of _____, 2025 in _____, Ontario.

For the Employer:

For the Union:

Robinson
Robinson (Feb 12, 2025 16:12 EST)

Atxhe (J) Zeneil
Atxhe (J) Zeneil (Feb 5, 2025 10:03 EST)

Tanya Maguire
Tanya Maguire (Feb 24, 2025 16:39 ES)

Lina Mendoza
Lina Mendoza (Feb 12, 2025 16:52 EST)

Rita Raginskas
Rita Raginskas (Feb 4, 2025 13:39 EST)

LETTER OF UNDERSTANDING

RE: LEAVES OF ABSENCE

During the term of the Collective Agreement, the parties agree to have a standing Labour Management agenda item to discuss any current Leaves of Absence.

The discussion will be limited to the potential date of return or any extensions that the Employer is aware of at the time of the meeting.

Such discussion will be conducted in a confidential manner and the details of any specific situations will not be included in the meeting minutes.

Signed the _____ day of _____, 2025 in _____, Ontario.

For the Employer:

For the Union:

T. Robinson
T. Robinson / Feb 12, 2025 10:12 EST

Tanya Maguire
Tanya Maguire / Feb 23, 2025 10:35 EST

CSZ
Atahue-Til-Zenteli / Feb 5, 2025 10:08 EST

Lina Mendoza
Lina Mendoza / Feb 12, 2025 16:52 EST

Rita Raginskas
Rita Raginskas / Feb 4, 2025 13:39 EST

LETTER OF UNDERSTANDING

RE: RECOGNITION OF PREVIOUS EXPERIENCE – RPNS ONLY

1. The Employer will recognize recent related RPN experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid.
2. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service.
3. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If they/them fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, they/them shall not be entitled to recognition.
4. Recent related experience includes recent related RPN experience out of province and out of country.
5. Within ninety (90) days of the signing of this Letter of Understanding, any current Employee eligible for application of Recent Related Experience shall provide the Employer with reasonable proof of the Employee’s nursing service, as described in paragraph 1 (a) and (b) above. An Employee who requires further time to obtain reasonable proof shall, within the ninety (90) days above, provide the Employer with written notice of their efforts, in which case, the Employer shall provide a reasonable extension of time for providing such proof.

Signed the _____ day of _____, 2025 in _____, Ontario.

For the Employer:

For the Union:

Robinson
Robinson (Feb. 12, 2025 16:12 EST)

Tanya Maguire
Tanya Maguire (Feb. 24, 2025 16:39 EST)

CSZ
Atti (T.J) Zeneb (Feb 5, 2025 10:03 EST)

Lina Mendoza
Lina Mendoza (Feb 12, 2025 16:52 EST)

Rita Raginskas
Rita Raginskas (Feb 4, 2025 13:39 EST)

SCHEDULE 'A'

Bough Beeches & CUPE Wage Grid

Position			29-Jan-23	01-Oct-23	29-Jan-24	12-Oct-24	12-Nov-24
		Expired	3.50%		3.50%		2.00%
UCP	Start	\$21.43	\$22.18	-	\$22.96	-	-
	3 Months	\$22.22	\$23.00	-	\$23.80	-	-
	1 Year	\$22.67	\$23.46	-	\$24.28	-	-
	2 Years	\$23.11	\$23.92	-	\$24.76	-	-
RPN	Start	\$23.31	\$24.13	-	\$24.97	-	-
	3 Months	\$23.31	\$24.13	-	\$24.97	-	-
	1 Year	\$24.66	\$25.52	-	\$26.42	-	-
	2 Years	\$25.99	\$26.90	-	\$27.84	-	-
PSW	Start	\$16.59	\$17.17	-	\$17.77	-	\$18.13
	3 Months	\$16.88	\$17.47	-	\$18.08	-	\$18.44
	1 Year	\$17.20	\$17.80	-	\$18.43	-	\$18.79
	2 Years	\$17.53	\$18.14	-	\$18.78	-	\$19.15
HDL	Start	\$15.30	\$15.84	\$16.55	\$17.13	\$17.47	-
	3 Months	\$15.60	\$16.15	\$16.86	\$17.45	\$17.80	-
	1 Year	\$15.93	\$16.49	\$17.20	\$17.80	\$18.16	-
	2 Years	\$16.23	\$16.80	\$17.51	\$18.12	\$18.48	-
Cook	Start	\$20.69	\$21.41	-	\$22.16	-	-
	3 Months	\$21.11	\$21.85	-	\$22.61	-	-
	1 Year	\$21.51	\$22.26	-	\$23.04	-	-
	2 Years	\$21.95	\$22.72	-	\$23.51	-	-
Activity Director/ Activity Coordinator	Start	\$21.43	\$22.18		\$22.96	-	-
	3 Months	\$21.89	\$22.66		\$23.45	-	-
	1 Year	\$22.33	\$23.11		\$23.92	-	-
	2 Years	\$22.96	\$23.76		\$24.60	-	-