

COLLECTIVE AGREEMENT

between

**WILLOWS ESTATE
LONG TERM CARE HOME**

Omni

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2863**

CUPE / *Canadian Union
of Public Employees*

JANUARY 1, 2023 TO DECEMBER 31, 2024

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PREAMBLE

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT:

- a) To maintain and improve the relationship between them to settle the conditions of employment on behalf of the employer's employees.
- b) To recognize the mutual value of joint discussion in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in the employer's operation.
- d) To promote the morale, well-being and job security of the employees in the bargaining unit.
- e) To foster mutual respect, trust and harmony between the parties.

AND WHEREAS:

It is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an agreement.

NOW THEREFORE THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

ARTICLE 1- RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Willows Estate Nursing Home, in the Town of Aurora, save and except registered nurses, graduate nurses, supervisors and persons above the rank of supervisors.

1.02 Work of the Bargaining Unit

Persons not covered by the terms of this agreement will not perform duties normally assigned to those employees who are covered by this agreement, except for the purpose of instruction, experimentation, in emergencies, or when regular employees are not available.

1.03 In order to provide for job security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit, or which will result in a reduction of hours of work normally performed.

1.04 No Other Agreements

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

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** Subject to the terms of the Collective Agreement, the Union agrees that it is the exclusive function of the Home:
- a) To maintain order, discipline and efficiency, establish and revise from time to time and enforce reasonable written rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy to be sent to the Union).
 - b) To hire, discharge, direct, transfer, classify, promote, demote or discipline its employees.
 - c) To determine the work to be done, the location, methods and schedules for the performance of such work.
- 2.02** The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and terms of this Agreement and that a claim by the Union of unjust discrimination, discharge or discipline may be subject of a grievance under this Agreement.

ARTICLE 3 - NO STRIKES / NO LOCK-OUTS

- 3.01** The parties to this Agreement recognize they have a responsibility to the residents and the public for the continuance of the uninterrupted service. Therefore, there shall be no strikes or lock-outs as long as this Agreement continues to operate.
- 3.02** Definition of the terms "strikes" and "lock-outs" as used in Article 3.01 above, shall be in accordance with the *Ontario Labour Relations Act* and amendments thereto.

ARTICLE 4 - HARASSMENT

4.01 No Discrimination

Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by the virtue of their membership or non-membership in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this Agreement.

The Employer and the Union further agree that all Employees will be protected against discrimination respecting their human and employment rights in all matters prohibited under the Ontario Human Rights Code.

The parties acknowledge and agree to adhere to the *Ontario Human Rights Code*, the *Employment Standards Act* as amended from time to time, the *Ontario Labour Relations Act* as amended from time to time, and the *Occupational Health and Safety Act* as amended from time to time.

4.02 Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment shall include within its meaning bullying, sexual and psychological harassment.

Everyone has the right to freedom from harassment in the workplace by any person based on any grounds prohibited by the *Ontario Human Rights Code*, including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

An employee who believes that they have been harassed, shall be encouraged to follow the Employer's policy on harassment and process but may also follow the process set out in the grievance procedure. The parties may mutually agree to hold such grievances in abeyance.

ARTICLE 5 - UNION SECURITY AND CHECKOFF

5.01 Effective from the first day of employment, the Employer will deduct from the pay of all employees of the bargaining unit, an amount equal to the monthly dues as authorized by the Union. This sum shall be deducted from each pay of the month and remitted to the National Secretary-Treasurer of the Union prior to the end of the following month in which the deductions were made, and accompanied by the names, amounts, addresses and classifications of employees from whose wages the deductions have been made. The list shall also indicate whether an employee is full-time or part-time and hours paid. Monthly, as they become known to the Employer, changes of address will be listed. The Union agrees to keep the Employer advised as to the name and address of the National Secretary-Treasurer in Ottawa, and the amount of the dues deduction to be made.

5.02 The Employer shall indicate of the employees T4 Income Tax slips, the amount of union dues deducted from their pay during the tax year.

5.03 All Employees to Be Members

All employees of the Employer as a condition of continued employment shall become and remain members in good standing of the union according to the Constitution and By-Laws of the union. All future employees shall, as a condition of continued employed, become and remain members in good standing in the

Union following completion of their probationary period. It is understood that this Article shall not apply to registered nurses, graduate nurses, supervisors and persons above the rank of supervisor.

5.04 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of fifteen (15) minutes during the first month of employment, for the purpose of acquainting the new employee with the benefits and duties, of Union membership, and their responsibilities and obligations to the Employer and the Union. The Union shall be notified, in writing, within five (5) days of a new employee being hired.

5.05 Right of Fair Representation

The Union shall have the right at any time to have the assistance of a representative(s) of the Canadian Union of Public Employees or any other advisors when meeting with the Employer.

5.06 Information to the Union

- a) The Union shall be notified in writing of all promotions, demotions, hiring, dismissals, job postings, lay-offs, transfers, notice of recalls, resignations, retirements or death of an employee in the bargaining unit as soon as possible.
- b) The Employer shall provide to the Union a list of current bargaining unit employees' names, addresses and phone numbers in March and November of each year.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator and the Secretary of the local Union, with a copy to the assigned CUPE National Representative.

ARTICLE 7 - UNION MANAGEMENT RELATIONS

7.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect stewards, to a minimum of three (3) and to a maximum of seven (7), whose duties shall be to assist any employee in preparing and presenting their grievances according to the grievance procedure.

- 7.02** The Union shall notify the Employer in writing, of the name of the stewards immediately after such appointments or elections take place, before the Employer shall be required to recognize them. Such written notification shall identify the steward's term of office. The Union shall further notify the Employer in writing of the name of the current National Representative.
- 7.03** Stewards shall have the rights to investigate and process grievances arising under this Agreement for reasonable periods during their working hours, without loss of pay, (provided they first get permission from the supervisor and report back to the supervisor when finished union business). Such permission shall not be unreasonably withheld. Stewards shall not leave the Employer's premises during such a period.
- 7.04** Officers of the Union shall have reasonable access to the Employer's premises to investigate and assist in the settling of a grievance under this Agreement, (provided they first get permission from the supervisor and report back to the supervisor when finished union business). They shall not, however, interfere with the normal operation of the Nursing Home.
- 7.05** **Labour Management Relations Committee**
- The parties hereby agree to appoint a Joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Home, who 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 negotiation or grievance committee. The committees shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator of the Home previous to each meeting to be placed on the Agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased.
- 7.06** No employees or group of employees shall undertake to represent the Union at meetings with the Employer without proper Union Authorization. To facilitate proper representation, the Union will supply the Employer with the names of its officers.
- Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to conduct the Union/Employer business.
- 7.07** A union bargaining committee shall be appointed and consist of not more than three (3) members of the local, plus the local Union president. The Union will advise the Employer of the union nominees to the committee.

7.08 A maximum of three (3) employees, who are on the negotiating committee shall receive the regular straight time rate for their classification for all hours they would have been scheduled to work but, were spent in negotiations or conciliation sessions with the Employer for the purpose of renewing or amending this collective agreement.

7.09 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established which is composed of an equal number of Union and Employer Representatives,

- i) But with a minimum of two (2) Union and two (2) Employer members. The Occupational Health and Safety Committee shall hold meetings at least every three (3) months or as requested by the Union or the Employer for jointly considering, monitoring, investigating and reviewing health and safety conditions and practices as outlined by Legislation. Meetings and minutes shall alternate between co-chairs of all meetings and copies shall be sent to the Employer and the Union and posted in the workplace.
- ii) An inspection of the worksite shall occur monthly or as agreed to by the committee.
- iii) Committee members shall be entitled to one (1) hour paid preparation time or longer period as agreed to by the committee, before attending a Health and Safety meeting.

All time spent at a Health and Safety meeting, conducting work on behalf of the committee as approved in advance by the administrator, or to conduct a workplace inspection, shall be considered as time worked at regular or premium rates as may apply.

7.10 The Employer and the Union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will promote health and safety in the workplace, through annual training, education, and the development of appropriate resources.

ARTICLE 8 - GRIEVANCE PROCEDURE

Definition

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.

8.01 Complaint Stage

The employee shall first discuss the dispute verbally with their immediate Supervisor or their designate, within ten (10) working days from the time of the occurrence of the event complained of, with a steward, in order to amicably settle the matter. The Supervisor or their designate, shall provide a verbal response within five (5) working days of such discussion.

8.02 Step 1

If the matter is not settled at the complaint stage, including the failure of the Supervisor or designate to provide a response within the time allotted, the Union may file a written grievance to the Administrator within five (5) working days after the complaint stage. The Administrator shall convene a meeting with the grievor and their Union Steward at a time to be fixed by both parties. Such discussion shall be held within ten (10) working days or another mutually agreeable time. The Administrator or their designate shall give their written response within seven (7) working days after the meeting.

8.03 Step 2

If the matter is not settled at Step 1, including the failure of the Administrator or designate to provide a response within the time allotted, the Union will file the written grievance to the Administrator within five (5) working days. The Administrator shall convene a meeting with the grievor and their Union Steward, the CUPE National Representative and the Employer's Human Resources Director or designate at a time to be fixed by both parties. Such meeting shall be held within ten (10) working days or another mutually agreeable time. The Human Resources Director or designate shall give their written response within seven (7) working days after the meeting.

8.04 Failure to settle at Step 2

In the event that the grievance is not settled at Step 2, either party may refer the matter to arbitration in accordance with Article 9 - Arbitration.

8.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, identifying each employee who is grieving, to the Administrator or designate in accordance with Step 1 of the grievance procedure. Where the Union requires additional time, the parties may agree to an extension of time limits in accordance with Article 8.08.

8.06 Policy Grievance

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

8.07 Discharge/Suspension Grievance

An employee considered by the Union to be wrongfully discharged or suspended, shall have recourse to the grievance procedure commencing at Step 2 provided the grievance is filed within ten (10) working days of the suspension or discharge.

Such grievance may be resolved by the reinstatement of the employee to their former position without loss of seniority, wages or benefits, or in such other manner as the parties may agree or the Board of Arbitration may award.

8.08 Time Lines

The time limits specified in the grievance procedure may be extended by mutual, written agreement between the Employer and the Union.

8.09 Grievance Mediation

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

ARTICLE 9 - ARBITRATION

9.01 Failing a satisfactory settlement at Step 2 of the Grievance Procedure in Article 8, either party may refer the dispute to arbitration. The party initiating the arbitration shall notify the other party of its intention to proceed to arbitration within ten (10) working days of receiving a written reply referred to at Step 2 of the Grievance Procedure. The request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration.

9.02 The recipient of notice shall, within ten (10) working days thereafter, designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) working days after the appointment of the second of them, to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairperson within ten (10) working days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairperson of the Board of Arbitration.

9.03 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties. If there is no majority decision, the decision of the Chairperson shall govern.

9.04 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of

this Agreement. Each of the parties shall be responsible for the fees and expenses of its own nominee and its witnesses. The Fees and expenses of the Chairperson shall be shared equally by the parties of this Agreement.

9.05 Sole Arbitrator

By mutual agreement, the Parties may agree to the use of a sole Arbitrator and the wording in this Article shall be deemed amended as necessary.

9.06 No grievance shall proceed to mediation or arbitration without first having been carried through all agreed steps and time lines of the grievance procedure, unless specifically agreed to in writing by the parties.

ARTICLE 10 - DISCHARGE, DISCIPLINE AND SUSPENSION

10.01 Where a Supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee of the specific purpose of the interview in order that the employee may contact their steward to be present at the interview. Information to be used by the Employer shall be discussed with the Union in advance of the grievance meeting.

10.02 An employee considered by the Union to be wrongfully or unjustly discharged or suspended, shall have recourse to the grievance procedure at Step 2.

10.03 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately re-instated to their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

10.04 Adverse Report

An employee shall be notified in writing of an expression of dissatisfaction concerning their work within fifteen (15) working days of the event of the complaint. This notice shall include particulars of the work performance or events that led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time.

10.05 Disciplinary Record

a) All warning letters of discipline, letters of reprimand or adverse records, shall be removed from an employee's record and destroyed after a period of twelve (12) months from the date the discipline was issued.

- b) All suspensions shall be removed from an employee's record and destroyed after a period of eighteen (18) months from the date the discipline was issued.
- c) All cases of any verified abuse shall be removed from an employee's record and destroyed after a period of thirty-six (36) months from the date the discipline was issued.

10.06 Personnel Records

- a) An employee shall have the right at any time to have access to and review their personnel record at a time mutually agreed with the Employer and in the presence of their manager or designate at a mutually agreed time. The employee and/or the Employer have the option of having a Union Officer present while reviewing the file.
- b) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- c) An employee shall have the right to make copies of any material contained in their personnel record.

10.07 Suspension and Pending Investigation

An employee who is suspended pending investigation into allegations which could lead to disciplinary actions shall be paid for all hours missed from work from the commencement of the suspension until such time as the Employer has had an opportunity to meet with the employee to discuss the outcome.

ARTICLE 11- SENIORITY

- 11.01**
 - a) Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotion, transfer, demotion, layoffs and recalls.
 - b) Seniority for part-time employees shall be based on actual hours worked i.e., 1800 hours equals one (1) year of seniority.
- 11.02**
 - a) An up to date Seniority List will be posted and sent to the Union in March and November of each year.
 - b) The Seniority List shall indicate the employees actual date of hire, and
 - i) For full-time employees - the years and months of seniority.
 - ii) For part-time employees - the hours of seniority.

- c) Employees shall have thirty (30) calendar days from the date of posting of the seniority list, to notify the Employer of any errors in seniority calculations. If no errors are reported within such thirty (30) day period, the seniority list shall be accepted as correct for all employees.
- d) Both full-time and part-time employees will maintain their seniority when changing from the status of part-time employee to that of full-time employee and vice versa. Seniority in such cases shall be calculated according to Article 11.01 b).

Accordingly, a full-time employee who changes their status to part-time will have their years and months seniority converted to hours based on 1800 hours = one (1) year, 150 hours = one (1) month.

A part-time employee who changes their status to full-time will have their hours of seniority converted to years and months based on 1800 hours = one (1) year, 150 hours = one (1) month.

11.03 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. It is understood for part-time employees that seniority shall be equal to their hours averaged over the previous twenty-six (26) week period.

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and are not re-instated.
- b) They resign or retire.
- c) They are absent from work in excess of two (2) working days without sufficient cause. It is understood that this does not preclude the employee's responsibility to notify the Home of absence prior to their scheduled shift.
- d) They fail to return to work within five (5) calendar days following a lay-off, and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) They are laid off for a period longer than twenty-four (24) months.
- f) They fail to return to work upon the termination of an authorized leave of absence or utilize a leave of absence for purposes other than those for which the leave of absence may be granted.

11.04 No employee shall be transferred to a position outside the bargaining unit without their consent.

If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority for one (1) year acquired at the date of leaving the unit but will not accumulate any further seniority. If such an employee returns within one (1) year to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

11.05 Seniority while Sick or Disabled

Seniority shall continue to accrue while an employee is on leave as a result of sickness or disability. Seniority lists posted under 11.02 shall continue to reflect an employee's accrued seniority while they are on such leave.

11.06 Newly hired employee(s) shall be on a probationary basis for a period of four hundred and fifty (450) paid hours from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this agreement except with respect to discharge. The employment of such employee(s) may be terminated any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination as noted in Article 4.01 as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment (see Article 11.06 b).

When an employee is on modified work during their probationary period the Parties agree that the probationary period may be extended by mutual consent between the Employer and the Union. It is agreed that there shall only be one (1) extension and that it shall be for a pre-determined time, not to exceed an additional one hundred (100) hours.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 All job vacancies shall be filled in accordance with the job posting procedure, provided however, that the Employer shall have the right to fill vacancies on a temporary basis until the job posting procedure is completed. The Home shall have the right to fill the job from outside the bargaining unit if no qualified applicants apply.

12.02 a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position within two (2) weeks of the position becoming vacant on the bulletin board designated for such purpose, for a minimum of seven (7) calendar days unless the Employer provides the Union with notice of its intention not to fill the position or of a need to extend the time limit for posting.

In the event the Employer intends not to fill a position or needs to extend the time limit for posting, the parties will meet to discuss the circumstances. A copy of the notice shall be provided to the Union at the same time as the vacancy is posted.

- b) Applications must be submitted, in writing, to the designated supervisor by 10.00 am of the seventh (7th) day following the posting date.

12.03 Each notice shall contain the following information:

- a) Nature of the position
- b) Qualifications
- c) Required knowledge and education
- d) Skills
- e) Shifts
- f) Wage or salary range

12.04 Both parties recognize:

- a) The principle of promotion within the service of the employer
- b) That job opportunity should increase in proportion to length of service. Therefore, in effecting transfers or promotions, appointments shall be made of the applicant with the greatest seniority, at the time of the job posting, who also has the required qualifications and the required knowledge, education and skills in accordance with 12.03. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

12.05 Temporary Vacancies

- a) Temporary Vacancies expected to last more than ninety (90) days shall be posted in accordance with the Job Posting Procedure. Where the Employer could not be reasonably aware of a vacancy lasting more than ninety (90) days, such vacancy shall be posted when the Employer becomes aware, or after ninety (90) days whichever comes first.
- b) Temporary vacancies expected to last ninety (90) days or less need not be posted but shall be filled by the most senior part-time employee with the required qualifications to a maximum of forty-five (45) paid hours per pay period in the nursing and activity departments, and a maximum of forty-eight (48) paid hours per pay period in all other departments.
- c) Employees who have opted into a temporary vacancy may apply to additional temporary vacancy postings if those postings have greater scheduled hours.

Any employee, who has been selected to fill a temporary vacancy, is not eligible to apply for any other temporary vacancy, unless that temporary vacancy would not be available until the employee had completed their

current temporary vacancy. This does not apply if the vacancy provides an opportunity for an increase in income (including an increase in hours) or would otherwise result in the Employer hiring externally for the position.

- d) It is understood that the posted schedules for employees filling a temporary vacancy may be changed without notice and without penalty to the employer in the event of an employee on leave returning to work.
- e) Job postings will indicate the duration of the vacancy.
- f) When d) is not possible, the Employer will indicate the estimated time of the vacancy.
- g) Employees occupying temporary vacancies will indicate in writing one (1) month before the termination date, or estimated termination date, of their decision to continue in the temporary vacancy or to return to their permanent position.

12.06 When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

12.07 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented to the Union at Labour/Management for discussion. Any changes to existing job descriptions shall be discussed at Labour /Management prior to implementation.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Definition of Layoff

Layoffs under the provisions of this collective agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

13.02 The Employer agrees to meet with representatives of the Union prior to the implementation of any layoff in order to give the parties an opportunity to discuss alternative solutions.

- 13.03**
- a) In the event of a proposed lay-off of a permanent on long term nature of thirteen (13) weeks or more, the Employer will provide the Union with at least eight (8) weeks' notice. This notice is not in addition to required notice for individual employees. The Employer will notify the Union as soon as possible of any reduction in the home's CMI.
 - b) In the event of a lay-off of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act or as follows, whichever is greater.
 - i) Thirty (30) days' notice in writing to the employee if their period of employment is less than five (5) years.
 - ii) Five (5) weeks' notice in writing to the employee if their period of employment is five (5) years or more but less than six (6) years.
 - iii) Six (6) weeks' notice in writing to the employee if their period of employment is six (6) years or more but less than seven (7) years.
 - iv) Seven (7) weeks' notice in writing to the employee if their period of employment is seven (7) years or more but less than eight (8) years.
 - v) Eight (8) weeks' notice in writing to the employee if there period of employment is eight (8) years or more.
 - vi) Nine (9) weeks' notice in writing to the employee if their period of employment is nine (9) years or more but less than ten (10).

- vii) Ten (10) weeks' notice in writing to the employee if their period of employment is ten (10) years or more but less than eleven (11).
- viii) Eleven (11) weeks' notice in writing to the employee if their period of employment is eleven (11) years or more but less than twelve (12).
- ix) Twelve (12) weeks' notice in writing to the employee if their period of employment is twelve (12) years or more.

13.04 Where a layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notice provided for in (a) shall be considered notice to the Union of any subsequent layoff.

- 13.05**
- a) In the event of lay-off, the Employer shall lay off employees in the reverse order of their seniority within their classification provided that there remain on the job employees who have the skill, ability and qualifications required to perform the work.
 - b) An employee who is subject to lay-off shall have the right to either.
 - i) Accept the lay-off; or
 - ii) Displace an employee who has lesser bargaining unit seniority and who is in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off has the skill, ability and qualifications required to perform the duties of the lower or identical paying classification without training other than orientation.
 - c) In the event that there are no employees with lesser seniority in lower or identical paying classifications, as defined in this Article, a laid-off employee shall have the right to displace an employee with lesser seniority who is the least senior employee in a classification where the straight-time hourly rate at the level of service corresponding to that of a laid-off employee is within 5% of the laid-off employee's straight-time hourly rate provided they are qualified for and can perform the duties without training other than orientation.
 - d) An employee who chooses to exercise their right to displace another employee, shall advise the Employer, in writing, of their intention to do so and identify the position to be claimed within seven (7) days after receiving the notice of lay-off on a form supplied by the Employer to the employee at the time the employee is given their lay-off notice.
 - e) An employee who chooses to accept the lay-off shall notify the Employer of their intention, in writing, within seven (7) days after receiving the notice of lay-off. It is understood that in doing so, the employee forfeits their bumping rights.

13.06 Recall

- a) An employee shall have the opportunity to recall from a lay-off to an available opening, in order of seniority, provided they have the skill, ability and qualifications to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the skill, ability and qualifications required to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- b) No new employee shall be hired until those qualified to perform the same type and class of work on lay-off less than twenty-four (24) months have been given an opportunity of recall.
- c) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the position to which the employee is eligible to be re-called and the date and time at which the employee shall return to work. The employee shall notify the Employer of their intent to assume or refuse the position within seven (7) days of receipt of the registered letter. Receipt of the registered mail shall be deemed to be on the second day following the date of mailing unless the Employer has been advised by the employee of a specific period of time during which they will be unavailable to receive such registered mail. In this instance receipt of the registered mail shall be deemed to be on the second day following the conclusion of the specified period of absence.
- d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed sixty (60) days of work. An employee who has been re-called to such temporary vacancy shall not be required to accept such re-call and may instead remain on lay-off. This provision supersedes the job posting provision.
- e) A laid off employee shall retain the rights of re-call for a period of twenty-four (24) months.

13.07 For the purpose of lay-off and re-call, full-time and part-time seniority will be deemed to be merged. Accordingly, one (1) year full-time seniority equals 1800 hours part-time seniority.

13.08 An employee re-called to work in a different classification from which they were laid off or who has been displaced into a different classification shall have the option of returning to the original classification which was held prior to the lay-off or displacement should a permanent position or temporary position consistent with Article 12.05 become vacant within six (6) months of being re-called or displaced.

13.09 Failure to respond within the established time frames will result in the employee being deemed to have forfeited their rights to displace or to re-call as applicable.

13.10 The Employer shall pay its share of the insured benefit premiums for the month of layoff and a further month. The employee may, if possible, under the terms and conditions of the Insurance Benefits Programs, continue to pay the full premium cost of a benefit or benefits for up to six (6) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of their intent to do so at the time of the layoff and arranges with the Employer the appropriate payment schedule.

13.11 Grievance on Lay-off

Grievances concerning lay-offs due to a reduction in the work force shall be initiated at Step 1 of the grievance procedure.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Hours of Work

This article defines the normal hours of work for full-time employees and is not a guarantee of work per day or per week or a guarantee of days of work per week.

a) Nursing Department

The working day for full-time employees covered by this agreement shall consist of seven and one-half (7½) hours excluding the meal period, which shall be continuous and uninterrupted for a period of not less than one-half (½) hour.

b) Other Departments

The working day for full-time employees covered by this agreement shall consist of seven and one half (7½) hours excluding the meal period, which shall be continuous and uninterrupted for a period of not less than one-half (½) hour.

It is recognized that situations do arise in the nursing home setting and on such occasions, employees may be requested to interrupt their lunch period. However, the time lost by such interruption will be granted by allowing alternate free time within the shift.

14.02 a) It is recognized that certain employees are presently working short shift arrangements of less than the daily hours in 14.01 above. The practice may continue. However, the number of employees on such short shift

arrangements may not be increased during the term of this agreement except in cases of emergency, or for the purpose of filling short-term needs of the Home, or by mutual agreement of the Home and the Union.

- b) The parties agree that the provisions of Article 14.02 a), shall not apply when short shifts are introduced as a result of the addition of new hours.

The Union agrees to give reasonable consideration to the needs of the home in discussions regarding short shift options.

14.03 a) Nursing and Activity Departments

- i) The normal weekly hours for part-time employees shall be twenty-two and one-half (22½) paid hours or less per week.
- ii) The normal weekly hours for full-time employees shall be more than twenty-two and one-half (22½) paid hours per week.

b) All other departments

- i) The normal weekly hours for part-time employees shall be twenty-four (24) paid hours or less per week.
- ii) The normal weekly hours for full-time employees shall be more than twenty-four (24) paid hours per week.

14.04 Paid Rest or Relief Periods

Employees shall be permitted a fifteen (15) minute rest period during the first half and in the second half of a full shift. Employees working six (6) hours or less will receive one fifteen (15) minute rest period in addition to the one half (½) hour unpaid meal period.

14.05 Rest Between Shifts

Failure to provide at least fifteen and one half (15½) hours rest between shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period, except where such hours resulted from a change at the request of the employee or a mutual agreement between the Employer and the employee. It is agreed that this provision shall not apply to call-ins.

14.06 Shift Retention

Employees shall retain their present shifts subject to reasonable grounds for any change. Employees shall have their preference of shifts in accordance with seniority, the ability to perform the work of the job, and provided there is a vacancy in the shift requested. Employees are not required to work split shifts. Shift vacancies shall be posted.

14.07 Reporting Pay Guarantees

An employee who reports for work at their regularly scheduled time and is advised that there is no work available, shall be given, at the Employer's option, four (4) hours work, or four (4) hours pay at their applicable hourly rate. It shall be the responsibility of the employee to keep the Employer advised of their current address and telephone number.

14.08 The Employer shall provide that the hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without the mutual consent of the employee and the Employer.

14.09 Working Schedule

Wherever possible days off shall be consecutive and planned in such a way as to provide every second weekend off.

14.10 Call-In

Any shift which becomes available after the schedule has been posted shall be considered a call-in shift and shall be filled through the call-in procedure.

a) All Departments

- i) Any part-time employee who has worked or is scheduled to work forty-five (45) paid hours in a pay period shall not be eligible to be scheduled or called-in for additional shifts, until all part-time employees have had the opportunity to work forty-five (45) paid hours in a pay period. Once all part-time employees have reached forty-five (45) hours, all employees not at seventy-five (75) hours shall be called for call-ins of additional shifts by seniority.
- b)
 - ii) All employees shall be given the opportunity to be called in for extra shifts on days they are not regularly scheduled to work, in order of seniority within the classification as identified in a) above. Any shift which becomes available prior to the schedule being posted, shall be scheduled by seniority of those employees who have indicated a willingness to work additional shifts. Any shift which becomes available, after the schedule has been posted shall be filled by seniority through call-ins.
 - iii) In the event that no employees in the classification are available, employees from other departments who have the skill, knowledge and education required to perform the available work will be called by seniority provided:
 - a) They have previously worked in or been oriented to the position and

- b) They have advised the department supervisor in writing of their wish to work additional shifts within that position and
- c) Such call-in does not interfere with their regularly scheduled shifts.
- d) Call-ins will be offered one shift at a time. Busy signals and answering machines are considered not available unless the employee returns the call to the Home and accepts the shift before it is filled.
- e) The Employee is required to provide the Employer with one (1) current telephone number to be used for the purpose of call ins.
- f) The person doing the call-ins must record the time and result of all calls.
- g) Call-ins resulting in overtime shall be offered by seniority within the department at the discretion of the Employer.
- h) Any full-time employee not wishing to work more than the shifts they are scheduled for, will be required to advise the Employer in writing and accordingly shall have no recourse or complaint for not having been called.
- i) Employees shall provide the Employer their availability for call-in shifts in writing on May 1 and November 1 of each year.
- j) RPN's wishing to be called in for HCA shifts will be added to the bottom of the HCA call-in-list.
- k) It is agreed that an employee whose terms of hire and/or who commits to call-in will meet that commitment.
- l) Any complaint by an employee, group of employees or the Union, shall first be presented to home administrator for resolution prior to any grievance being filed.

14.11 It shall be the responsibility of the employee to keep the Employer informed of their current address and phone number, in case it is necessary to notify any employee of matters under this Agreement.

Where the employer is required to give notice in accordance with this collective agreement, the notice shall be given personally or by registered letter, mailed to the employee's last known address on record with the Employer. Such registered letter shall be deemed to be received on the third business days after the day the letter was sent.

14.12 Breaches to the Call-In Procedure

Where a situation arises wherein an employee (part-time, full-time and casual) has missed an entitled call-in shift (at straight time or overtime rates of pay) as a result of an error by the Employer, the Employer agrees that the said employee shall be offered the equivalent hours to that which was missed at the appropriate rate of pay. The date and time of the shift shall be by mutual consent between the Employer and the employee affected. For clarity, the remedy shall not be that an employee is offered a shift for which they would have been entitled or for which any other employee would have been entitled that day.

14.13 Employee's Responsibility for Shifts

An employee who accepts a shift exchange or a call-in shift is responsible for such shift to the same extent as if that employee was scheduled for the shift.

14.14 Hours of work for part-time employees shall be in accordance with Article 14.

14.15 Prior to retaining an agency to fill any shift(s), the Employer will ensure that the shift(s) is offered to members of the bargaining unit in accordance with the collective agreement, at non-overtime rates of pay, and then at overtime rates of pay as per the collective agreement overtime provisions.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

a) All Departments

Overtime shall be paid for all hours worked over seven and one-half (7½) in a shift and seventy-five (75) hours bi-weekly at the rate of time and one-half (1½) the employee's regular rate of pay when instructed to work.

b) Time and one-half (1½) for all hours worked on the sixth (6th) consecutive day and double time (2x) on the seventh (7th) consecutive day and every consecutive day thereafter. This shall not apply where the 6th or more consecutive days worked was as a result of two (2) employee's exchanging shifts of their own accord. When such changes occur, the provisions relating to overtime and time off between shifts do not apply.

15.02 Payment for or Supply of Meals

Employees required to work more than four (4) hours overtime shall be provided with a meal. Where the Employer is not able to provide a meal, a meal allowance of five (\$5.00) dollars will be paid.

15.03 No Layoff to Compensate for Overtime

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

15.04 Calculating Overtime Rates

An employee who is absent on approved time-off during their scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence, shall for the purpose of computing overtime pay, be considered as if they have worked during their regular hours during such absence.

15.05 Sharing of Overtime

The Employer shall assign any available overtime to employees who are willing and qualified to perform the available work on the basis of seniority within each department. It is understood that the Employer shall have the right to determine when overtime will be worked.

15.06 Overtime During Lay-offs

Except in a case of emergency, there shall be no overtime worked in any operation while there are employees on lay-off able to perform the available work.

15.07 Call-Back Pay Guarantee

Where an employee leaves the premises after completing a shift and is called back to work, they shall be paid a minimum of three (3) hours pay at the rate of straight time or actual hours worked at time and one-half (1½), whichever is greater. It is understood that this shall not apply to a call into work on a scheduled day off.

15.08 There shall be no pyramiding of overtime payment. Overtime premiums for part-time employees shall be one and one-half times (1½x) the applicable rate established in schedule "A". Premium payments shall not be made on part-time percentage in lieu of benefits.

ARTICLE 16 - PAID HOLIDAYS

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

- | | |
|------------------------|------------------|
| New Year's Day | Civic Holiday |
| 2nd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

- b) If another Federal, Provincial or Municipal holiday should be proclaimed, such additional proclaimed holiday will replace one of the above-named holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year.

16.02 Pay on Scheduled Holidays

- a) All employees who are required to work on one of the above listed holidays shall be paid at a rate of time and one-half (1½) for all hours worked.
- b) In order to receive holiday pay, the employee must qualify in accordance with Article 16.04. If so, compensation shall be determined in accordance with Article 16.03 and the employee may choose to:
 - i) Receive compensation for the holiday, OR.
 - ii) Take another day off with pay at a time mutually agreeable between the Employer and the employee within twelve (12) weeks of the holiday. Failure to take the holiday within twelve (12) weeks days shall result in compensation at the rate in effect on the day the holiday occurred.
 - iii) Requests for stat days must be made in writing prior to the schedule being posted in accordance with 14.08. Any request made after the posting of the schedule will be approved at the discretion of the Administrator based on the needs of the Home.

16.03 Compensation for Holidays Falling on a Scheduled Day Off

When any of the above-noted holidays fall on an employee's scheduled day off and the employee is entitled to a statutory holiday in accordance with Article 16.04, the employee shall receive payment equal to one day's pay. One day's pay shall be determined on the average number of hours worked over the last ten (10) shifts in the four (4) weeks immediately preceding the statutory holiday.

When any of the above-noted holidays fall on a full-time employee's scheduled day off, the provisions of Article 16.02 b) i) ii) shall apply.

16.04 In order to be entitled to a statutory holiday with pay:

- a) They must have worked their last scheduled working day before the holiday or their first scheduled working day after the holiday, unless excused by reason of qualifying for paid sick leave or on an approved leave of absence up to thirty (30) days.
- b) A part-time employee must have worked at least ten (10) shifts in the four (4) weeks immediately preceding the statutory holiday.

- 16.05** All employees shall be entitled to be scheduled off on Christmas Day and Boxing Day or New Year's Eve and New Year's Day. Preference as to which one is taken off shall be determined by seniority. In the event that there are a sufficient number of employees in a given classification such that all employees are not required to work either Christmas or New Years, the most senior employee(s) in that classification will have the option of being scheduled off for both.

ARTICLE 17- VACATIONS

17.01 Length of Vacation

- a) Employees shall receive an annual vacation with pay as follows:

On completion of one (1) year of service	Two (2) weeks
On completion of three (3) years of service	Three (3) weeks
On completion of five (5) years of service	Four (4) weeks
On completion of fifteen (15) years of service	Five (5) weeks
On completion of twenty-three (23) years of service	Six (6) weeks
On completion of twenty-eight (28) years of service	Seven (7) weeks

- b) For the purpose of calculating eligibility and pay, the vacation year for each employee shall be based on the first day of the calendar month closest to their date of hire.

17.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls on, or is observed during an employee's vacation period, they shall be allowed an additional day's paid vacation. In providing the additional days' vacation, the staffing needs of the Employer is to be considered.

17.03 Vacation Pay

- a) Part-Time Employees

Vacation pay for each week of vacation leave shall be at the rate of two percent (2%) of gross earnings accrued in the prior vacation year.

- b) Full-Time Employees

- i) Vacation pay for a full-time employee who maintained full-time status in the prior vacation year shall be based on the average of the shifts regularly scheduled in the two (2) week pay period.
- ii) Vacation Pay for each week of vacation leave for a full-time employee whose status changed from full-time to part-time or vice versa during the prior vacation year shall be at the rate of two percent (2%) of gross earnings accrued in the prior vacation year.

- c) Vacation pay will be paid by separate cheque prior to each vacation period.

17.04 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to vacation pay pro-rated.

17.05 Preference in Vacations

Vacations shall be granted on the basis of seniority by department.

17.06 Vacation Schedules

- a) Vacation schedules for the months of June, July and August will be requested by the employee, no later than April 1st and approval for such vacation will be posted by May 1st.
- b) Vacations shall commence immediately following an employee's regularly scheduled days off.
- c) No employee shall be permitted to take vacation during the two (2) week period encompassing Christmas and New Year.

17.07 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period of up to two (2) weeks unless otherwise mutually agreed upon between the employees and the Employer. Full time will have the option of taking two (2) of their weeks in the form of individual days off. Single days cannot be taken during the months of July or August.

17.08 No Interruption of Vacation

No employee shall be required or permitted to work during a scheduled vacation period.

17.09 Vacations - Sick Leave

Where an employee on vacation qualifies for bereavement leave or becomes seriously ill, there shall be no reduction in vacation credits for such absence. The period of vacation so displaced will be rescheduled at a mutually agreed time.

17.10 A vacation week shall be defined as seven (7) consecutive days starting from the first (1st) day of vacation leave.

- a) Vacation leave in accordance with employee entitlement shall be mandatory for all full-time employees. Part-time employees who are entitled to three (3) or more weeks of vacation may choose to forfeit a number of weeks of vacation leave and receive payment in lieu thereof, provided such part-time employee takes a minimum of two (2) weeks of vacation leave per year.

- b) An employee shall not be permitted to accumulate their vacation from one year to another.
- c) Where employees do not submit a request for vacation leave eight (8) weeks before the end of the employee vacation year, the employee will be notified in writing of such vacation and vacation leave will be mutually agreed upon. If the employee fails to respond to the notice in writing within two (2) weeks, 17.11 d) will apply.
- d) Where employees do not submit a vacation request, vacation leave shall be determined at the discretion of the Employer.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means a period of time an employee is absent from work by virtue of being unable to work because of sickness, or accident for which compensation is not payable under Workers' Compensation. The employee will receive a full day's pay for each day of sick leave to the extent that they have sufficient credits.

18.02 Sick Leave Credits

All full-time employees shall be credited with one and a half (1.5) days sick leave credits for each month they are actively employed.

18.03 Unused Sick Leave

The unused portion of an employee's sick leave shall accrue for their future benefit up to one hundred and twenty-six (126) days.

18.04 Proof of Illness

An employee may be required by the Home to produce proof of illness in the form of a certificate from a legally qualified medical practitioner for any absence due to illness or accident of three (3) days or longer, or if other reasonable grounds exist to require a certificate of an employee. If the Employer requires an employee to provide a medical note, the Employer will reimburse the employee for the cost of each such note to a maximum of thirty dollars (\$30.00) per note.

18.05 Sick Leave Records

At the end of each calendar year, each employee is to be advised of the amount of sick leave accrued to their credit. Should an employee not be satisfied with the Home's accounting of their accrued sick leave credits, they may pursue the matter as provided for in the grievance procedure.

18.06 Workers' Compensation Pay Supplement

If an employee is prevented from performing their regular work with the Home on account of an occupational accident associated with their employment with the Home, and this accident is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Act*, the Home will on request, supplement the award made by the Insurance Board for loss of wages. This supplement will equal one hundred percent (100%) of the employee's regular pay cheque in effect at the time of illness or injury (exclusive of any overtime, etc.) and the employee's sick leave credits will be reduced proportionately. This will be effected when the Home receives the employee's copy of Form 102 from the Workplace Safety and Insurance Board. When the application for compensation is made, the employee shall advise whether or not they wish to accept the Home supplement. Any payments so made by the Home shall cease when the accumulated sick leave has been exhausted.

18.07 Return from Workers' Compensation

An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Home, provided they supply a medical certificate certifying that they are physically able to perform the available work.

18.08 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or, is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction for sick leave unless a doctor or registered nurse states that the employee is fit for further work on that shift.

18.09 Notification of Absence Due to Sickness

Employees must notify the Employer if they are to be absent due to personal illness at least two (2) hours in advance of the start of their shift if they are scheduled on the day shift on Monday to Friday, or four (4) hours in advance of the start of their shift if they are scheduled for an evening or night shift or on the day shift on Saturday or Sunday, unless such notification is impossible. Where such advance notification is impossible, the employee must provide the Employer with as much advance notification as is possible.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

- a) The Home may grant a leave of absence to any employee for personal reasons.

- b) An employee may request a leave of absence without pay of up to thirty (30) days provided they give the Home at least fourteen (14) days' notice in writing. The notice shall set out the reasons for the proposed leave of absence. Approval shall not be unreasonably withheld, and, if given, it shall be in writing. The Employer will consider requests to extend an approved leave of absence for up to a maximum of twelve (12) months.

19.02 Leave of Absence for Full-Time Union or Public Duties

The Home recognizes the right of employees to participate in public affairs. Therefore, upon written request, and at the earliest opportunity, the Home will grant leave of absence without pay and without loss of seniority accrued to the commencement of the leave for a period of one (1) year so that employees may be candidates in a Federal, Provincial or Municipal election.

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority accrued to the commencement of the leave for a period of one (1) year.

19.03 Jury and Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury services or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

19.04 Paid Bereavement Leave

- a) In the event of the death of an employee's parent or child or spouse:
 - i) A full-time employee shall be granted five (5) consecutive scheduled working days leave without loss of pay to attend the funeral and/or mourning.
 - ii) A part time employee shall be granted up to five (5) consecutive days leave without loss of pay to attend the funeral and/or mourning.
- b) In the event of a death in an employee's immediate family.
 - i) A full-time employee shall be granted three (3) consecutive scheduled working days leave without loss of pay to attend the funeral and/or mourning.
 - ii) A part-time employee shall be granted up to three (3) consecutive days leave without loss of pay to attend the funeral and/or mourning.
- c) For the purpose of b) i) and ii), the immediate family shall mean the employee's step parent, brother, step brother, sister, step sister, step child, mother-in-law, father-in-law, grandparents and grandchild.

- d) In the case of the death of an employee's brother-in-law or sister-in-law, aunt or uncle, niece and nephew one (1) day leave shall be granted without loss of pay in order to attend the funeral.
- e) Additional leave of absence without pay for this purpose may be considered by the Home. Where burial occurs outside the Province, such leave shall also include reasonable travelling time not to exceed seven (7) days without pay.
- f) The Employer may, at its discretion, require the bereaved employee to provide sufficient proof.
- g) One (1) day of any granted paid leave outlined above may be held back to be used for either the funeral or celebration of life day. The employee shall make this request in writing to the employer, and it shall be granted.

19.05 Pregnancy and Parental Leave

- a) Pregnancy and Parental Leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.
- b) An employee who is pregnant shall be entitled, upon application to pregnancy leave and parental leave immediately thereafter. Pregnancy Leave shall be granted for seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date. The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.
- c) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- d) The employee shall give at least two (2) weeks written notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so.

Additional leave of absence may be taken under Article 19.05 j) Parental Leave.
- e) An employee who does not apply for leave of absence under Article 19.05 b) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with Article 19.05 b) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner

stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

- f) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift, if designated.

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

- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- h) During the period of pregnancy and parental leave, to a maximum of fifty-two (52) weeks for an employee who has taken pregnancy and parental leave and to a maximum of thirty-seven (37) weeks for an employee who has taken only parental leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue their share of the premiums. If deductions for the employee's share of the premiums are required, the employee shall make such payment to the Employer on or before the first day each month for the duration of the leave.
- i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 19.05 (1) of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that they intend to take parental leave.
- j) 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, re-instate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the employer in existence at the time the leave of absence began and in the absence of such a system or practice shall re-instate the employee in accordance with the provision of 19.05 f).
- k) Such absence is not an illness under the interpretation of this Agreement and sick leave benefits cannot be used.

l) **Pregnancy SUB Plan**

An Employee on Pregnancy Leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the *Unemployment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit upon approval of such by the Unemployment Insurance Commission. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Unemployment Insurance waiting period. Receipt by the Employer of the employee's unemployment insurance cheque stub as proof that they are in receipt of unemployment insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

m) **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 their own.
- iii) Parental Leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.
- iv) 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 they did not.
- iv) The employee shall give the Employer two (2) weeks written notice before the date the leave is to begin.
- v) The employee may end their Parental Leave as set out in paragraph iv) above or earlier by giving the Employer written notice at least four (4) weeks in advance.
- vi) For the purposes of parental leave, the provisions under Article 19.05 a), d), f), g), h), i), j) and k) shall apply.

- vii) Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

19.06 Education Leave

Leave of absence without loss of pay, up to one (1) day per year without loss of seniority shall be granted to all employees for time to write examinations required by the government or the Home to improve job related skills and qualifications. In the case of any other examinations, leave of absence, (without pay) up to one (1) day per year without loss of seniority shall be granted to an employee for the time to write examinations to improve job related skills and qualifications.

19.07 Leave for Union Conventions Etc.

Upon two (2) weeks written notice, the Home shall allow a maximum of three (3) employees at any one time, leave without pay to attend union conventions, conferences or seminars. Requests for leave shall be submitted to the Administrator, in writing, stating union business, at least two (2) weeks in advance. The aggregate total of such leaves shall not exceed sixty (60) days per calendar year. The Union agrees that such leave will not unduly affect the operation of the Home. During such leave of absence, the employee's salary and benefits shall be maintained by the Employer, provided that the Union reimburses the Employer within sixty (60) days of the receipt of an invoice.

19.08 Effect of Absence

- a) All leaves of absence unless otherwise specified shall be without pay and without loss of seniority and benefits accrued to the commencement of the leave.
- b) Unless otherwise specified, the Employer shall pay their share of health and welfare and pension benefits as provided for under Article 21.01 a) for the month in which the absence commences, following which, the employee will become responsible for full payment of employee benefits in which they are participating, for the period of the absence, providing the employee pays the total cost of the premium to the Employer by the first day of each month during the absence.
- c) Unless otherwise specified, during any leave of absence sick leave credits, vacation credits, uniform allowance and any other benefits under any provision of the Collective Agreement or elsewhere shall not accumulate but will remain fixed at the amount held at the commencement of the leave.

- d) During the period of sick leave, the Employer shall continue to pay its share of premiums for the benefits provided for under Article 21 for a period of up to six (6) months providing the employee pays their share of the cost of the premiums to the Employer by the first day of each month during the absence.
- e) During the period of WSIB leave for any one claim, the Employer shall continue to pay its share of premiums for the benefits provided for under Article 21 for a period of up to twelve (12) months providing the employee pays their share of the cost of the premiums to the Employer by the first day of each month during the absence.
- f) The parties agree that a return to modified work while on a WSIB claim shall be considered a continuation of the claim until such time as the employee returns to regular duties.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Evening Shift

Shift premiums shall apply on all shifts in which the majority of the hours worked are between 3:00 pm and 7:00 am.

20.02 Evening Shift Premium

Where the majority of hours worked by an employee occurs between 3:00 pm and 7:00 am, such employee shall receive forty cents (\$0.40) per hour for all hours worked on their shift in addition to any other applicable shift premium.

20.03 Weekend Shift Premium

The Employer shall pay a premium of thirty five cents (\$0.35) per hour in the first period after ratification for all employees for all hours worked between Friday 11:00 p.m. to Sunday 11:00 p.m. in addition to any other applicable shift premium.

20.04 Pay Days

The Employer shall pay wages on alternate Thursdays. It is understood that the time required by the bank to process a payroll may result in pay day being Friday at Easter and Christmas/New Years. On each pay day during working hours, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary deductions. Should an error cause an employee's pay to be short in an amount in excess of thirty dollars (\$30.00), the Employer agrees to rectify the matter within three (3) working days. The Employer shall pay wages by cheque. Upon request employees may elect to have their pay deposited directly to the bank in keeping with the present system.

20.05 Employees required to wear uniforms shall have these supplied and laundered by the Home. In the alternative, the Home shall pay such employees ten dollars (\$10.00) per month of active employment toward the cost of such uniforms. This provision applies only to those who have attained seniority as full-time employees. For part time employees, the home shall pay five (\$5.00) per month of active employment towards the cost of uniforms. Uniform allowance will be paid by separate cheque in October of each year.

20.06 Pay on Temporary Transfer - Higher Rated Job

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced. When they are temporarily assigned to a higher rated job, for two (2) hours or more, they shall be paid the higher rate of pay for the duration of such assignment.

20.07 Professional Fees

The Employer shall reimburse a full-time RPN who is employed in the capacity of RPN, the amount of the annual registration fees paid to the College of Nurses, on receipt for same. Such reimbursement shall be subject to the following

- i) Payment shall be made in December of each year for the fees paid for that year.
- ii) Payment shall be pro-rated if the RPN is employed for less than one (1) year.

20.08 RPN - Recent and Related Experience

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of year two (2) on the wage grid. Part-time service shall be recognized on the basis of 1800 hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide proof of recent experience and related experience during their first month of employment in order to be considered for a salary increment, and if the RPN fails to do so they shall not be entitled to recognition.

If approved such movement on the grid shall only be effective the full payroll immediately following the date of submission of proof of experience.

Once the RPN is placed at the experienced level, they will progress on the grid in accordance with the collective agreement. (pt = 1 year for 1800 hours/ft anniversary).

20.09 Surge Training

The Employer agrees that mandatory computerized training (surge training) will be scheduled during an employee's normal working hours.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 The Home shall pay one hundred percent (100%) of the premiums, except as otherwise noted, to provide the following for all regularly scheduled full-time employees:

- a) Life Insurance - Group Life equal to one and one-half (1½) times the employee's annual salary.
- b) Extended Health Care - Green Shield or equivalent Extended Health Care Plan 10/20 deductible.

Provision for plan to pay eye examination fifty dollars (\$50.00) maximum in two (2) year period.

Paramedical: Effective January 1, 2021, increase physiotherapy, massage and chiropractic by fifty (\$50.00) to three hundred and fifty dollars (\$350.00).

Vision coverage is \$300.00 every two (2) years.

- c) Dental Plan – The Home shall pay fifty percent (50%) of the Green Shield Dental Plan or equivalent comparable to Blue Cross #9. Current ODA rate as amended from time to time.
- d) Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

21.02 Changes to Benefit Plans

During the term of the collective agreement, the benefit plan may only be changed by the Employer to a plan that is equivalent or better and provide advance notice to the Union with copies of the proposed new plan.

21.03 Upon request the Employer shall supply a copy of the master policy for any benefit plans currently in place.

21.04 Part-time employees shall not be covered by Articles 18, 21.01, 21.02, 21.03. In lieu of this, the part-time hourly rate shall be twelve percent (12%) above the appropriate rate in Schedule "A", upon completion of probation.

ARTICLE 22 - PENSION

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

- a) "Plan means the Nursing Homes and Related Industries Pension Plan, being a multi-employer 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
- iv) Negotiations and grievance meetings

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

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

- b) Each eligible employee covered by this Collective Agreement shall contribute for each pay periods and amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period an amount equal to four percent (4%) of applicable wages to the Plan.
- c) The employee and 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.
- d) 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 exceeds that which the Employer would have if the Plan were a defined contribution plan.

- e) 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 P8, 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 5) of the agreement are:

i) To Be Provided Once Only at Plan Commencement

Date of Hire

Date of Birth

Date of First Remittances

Seniority List (for the purposes of calculations past service credit)

Seniority List to include hours of Seniority upon enrolment in the Plan.

ii) To Be Provided with each Remittance

Name

Social Insurance Number

Monthly Remittances

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 as provided to the Home

Termination date when applicable (MMDDYY)

iv) To Be Provided Once if they are Readily Available

Gender

Marital Status

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, annual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm or accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employers files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

- f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust for the Nursing Homes and Related Industries Pension Plan dated February 13, 1990, and the terms of the Pension Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 23 - TECHNOLOGICAL CHANGES

23.01 Definition

For the purpose of this Agreement, the term "technological change" shall be understood to mean changes introduced by the Employer in the manner in which it carries out its operations or services where such change or changes affects the terms and conditions or security of employment of members of the bargaining unit or the basis on which this agreement was negotiated.

Such changes as anticipated above shall include the following:

- a) The introduction of equipment, material or processes different in the nature, type or quantity from that previously utilized.
- b) Any change in work methods, organization, operations, or processes which affects one (1) or more employees.

23.02 Advance Notice of Technological Change

When the Employer is considering the introduction of technological change:

- a) The Employer agrees to notify the Union as far as possible in advance of their intentions and to update this information provided as new developments arise and modifications are made.

- b) Pertinent Information Included.

The notice mentioned in the preceding clause shall be given in writing and shall contain pertinent data including:

- i) The nature of the change.
- ii) The date on which the Employer proposes to effect the change.
- iii) The approximate number, type and location of employees likely to be affected by the change.
- iv) The effect the change may be expected to have on the employee's working conditions and terms of employment; and
- v) All other pertinent data relating to the anticipated effects on employees.

23.03 Consultations

The Home agrees to discuss with the Union the effect of technological changes in the employment status of employees, and to consider practical ways and means to minimize any adverse effect, if any, upon the employees.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Use of the female pronoun in this Agreement shall be read to include the male.

24.02 Where periods of time are referred to in terms of days, they shall be read to exclude Saturdays, Sundays and holidays.

24.03 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their union steward, who will provide them with a copy of the Collective Agreement and when a new Collective Agreement is signed the Union will provide copies to all bargaining unit members. Cost of supplying such copies shall be shared equally by the Employer and the Union.

24.04 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and other notices of union affairs. The Union will supply a copy of the notice to the Employer for Approval, such approval shall not be unreasonably withheld.

24.05 Educational Courses

Employees shall be allowed time without pay when a job-related educational course overlaps working time.

24.06 It is understood that wherever "spouse" is referred to in this collective agreement, including Article 19, it shall include "same sex partner."

24.07 A Scheduling Committee consisting of two Union members and two management members shall meet as required to discuss changes to staff deployment and to assess attendance issues. Recommendations reached by consensus of the committee for changes to staff deployment, improvement to schedules and attendance management will be given full consideration by the Employer for implementation provided such changes do not increase staffing requirements and meet operational requirements.

24.08 Professional Responsibility – Workloads

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective wellbeing of all staff and recognizes the inherent worth and dignity of every employee. The Employer further recognizes that the issue of workload is of serious concern to bargaining unit members.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee may submit their concerns to the Labour Management Committee. The Employer does not object if the employees wish to use the workload review form attached to this Agreement for reference purposes only.

ARTICLE 25 - RETROACTIVITY

25.01 The increases, as set out herein, shall be retroactive to the dates set out and paid on all hours worked to employees currently on the active payroll and those employees who terminated between April 1, 2011, and the date of the implementation of the new rates. This retroactivity shall be paid within sixty (60) days of the date of the ratification.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Duration

This agreement shall be binding and remain in effect until December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party in writing within ninety (90) days prior to the termination in any year notice that it desires its termination or amendment.


26.02 Notice of Change

Either party desiring to propose changes to this agreement shall, within the period of thirty (30) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement unless the parties should otherwise agree as to the commencement of negotiations.


26.03 During the period of negotiations resulting from any of the provisions above, the agreement shall remain in full force and effect.

Signed this day ¹⁹ of November 2024


FOR THE UNION:


Cleber Fernandez (Nov 24, 2024 10:52 EST)


Cleber Fernandez


Hayley Barclay (Nov 20, 2024 05:33 EST)

Hayley Barclay


Irene Paguerao (Jul 10, 2025 17:56 EDT)

Irene Paguerao


Bobbi Jo Wright (Nov 25, 2024 11:57 EST)

Bobbi-Jo Wright


Noelle Douitsis

Noelle Douitsis

mw*cope 491
January 31, 2023

FOR THE EMPLOYER:


N. Vijayakanthan (Jan 29, 2025 09:20 EST)

Nikila Vijayakanthan


Shawn M. Riel (May 26, 2025 15:25 EDT)

Shawn Riel

LETTER OF UNDERSTANDING

between

Willows Estate

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2863

Re: Scheduling – Dietary and Life Enrichment (only)

Notwithstanding the provisions of Article 14.03 (c), the parties agree that with respect to the dietary and life enrichment department, failure to provide at least twelve (12) hours rest between shifts will result in the payment of overtime at established rates for any hours worked during such normal rest period.

Signed this day 19 of November 2024

FOR THE UNION:

Cleber Fernandez
Cleber Fernandez (Nov 24, 2024 10:52 EST)

Cleber Fernandez

Hayley Barclay
Hayley Barclay (Nov 20, 2024 05:33 EST)

Hayley Barclay

Irene Paguero
Irene Paguero (Jul 10, 2025 17:56 EDT)

Irene Paguero

Bobbi Jo Wright
Bobbi Jo Wright (Nov 25, 2024 11:57 EST)

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FOR THE EMPLOYER:

N. Vijayakanthan
N. Vijayakanthan (Jan 29, 2025 09:20 EST)

Nikila Vijayakanthan

Shawn M. Riel
Shawn M. Riel (May 26, 2025 15:25 EDT)

Shawn Riel

mw* cope 491
January 31, 2023

LETTER OF INTENT

- Between -

WILLOWS ESTATE LONG TERM CARE HOME

- And -

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2863

WORKLOAD REVIEW FORM

Employees to complete all sections.

Date/Time of the Occurrence:

Date Form was submitted to Supervisor:

Type of work being performed:

Number of Staff on duty: _____ **Usual Number of Staff:** _____

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

To correct this problem, I/We recommend:

Signature of Employee(s)

Print Name

Name/Title of Immediate Supervisor notified:

Date/Time of Notification:

Response:

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

Signature of Employee(s)

Print Name

LETTER OF UNDERSTANDING

between

Willows Estate

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2863

Re: RPN Responsibility Premium


WITHOUT PREJUDICE OR PRECEDENT

The Employer agrees, without prejudice or precedent, to pay a responsibility premium of two dollars (\$2.00) per hour worked to RPN's in the event that staffing shortages result in the RPN assuming charge responsibilities for the first and second floor in the home. It is understood that this premium will be paid in recognition of the unique circumstances at the Willows Estate, including:

1. The physical structure of the home, specifically eighty-four (84) beds on two (2) floors.
2. The shortages of available qualified personnel in the York region.


Signed this day ¹⁹ **of** November **2024**

FOR THE UNION:



Cleber Fernandez (Nov 24, 2024 10:52 EST)

Cleber Fernandez




Hayley Barclay (Nov 20, 2024 05:33 EST)

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Noelle Douitsis

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FOR THE EMPLOYER:



N. Vijayakanthan (Jan 29, 2025 09:20 EST)

Nikila Vijayakanthan



Shawn M. Riel (May 26, 2025 15:25 EDT)

Shawn Riel

mw*cope 491
January 31, 2023

LETTER OF UNDERSTANDING

between

Willows Estate

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2863

Re: Eight (8) Hour Shifts

WITHOUT PREJUDICE OR PRECEDENT


The parties agree the current employees Diane Reyes and Heather Price who are presently working eight (8) hour shifts, may continue to do so for as long as they are in their current position. Overtime for these positions will come into effect after eight (8) hours of work in a day or eighty (80) hours in a two (2) week pay period.

Nothing herein or in the collective agreement shall constitute a guarantee of hours of work per day or week or of number of days per week.


Should these employees leave the Home or change positions the eight (8) hour shift will be reduced to no longer than seven and one-half (7½) hours in length with overtime as per Article 15.01.

Signed this day 19 of November 2024


FOR THE UNION:


Cleber Fernandez (Nov 24, 2024 10:52 EST)


Cleber Fernandez


Hayley Barclay (Nov 20, 2024 05:33 EST)

Hayley Barclay


Irene Paguerao (Jul 10, 2025 17:56 EDT)

Irene Paguerao


Bobbi Jo Wright (Nov 25, 2024 11:57 EST)

Bobbi-Jo Wright

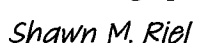

Noelle Douitsis

Noelle Douitsis

FOR THE EMPLOYER:


N. Vijayakanthan (Jan 29, 2025 09:20 EST)

Nikila Vijayakanthan


Shawn M. Riel (May 26, 2025 15:25 CDT)

Shawn Riel

mw*cope 491
January 31, 2023

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees and its Local 2863

and


Willows Estate Long Term Care Home

RE: Health and Safety (Pill Crusher)


The Union and Employer agree within 60 days of ratification or award, the parties will add to their Health and Safety Committee agenda to discuss employees usage of pill crushers to explore the possibility of transitioning into automatic pill crushers.

Signed this day 19 of November 2024

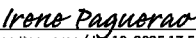
FOR THE UNION:


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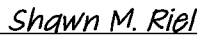

Noelle Douitsis

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FOR THE EMPLOYER:


N. Vijayakanthan (Jan 29, 2025 09:20 EST)

Nikila Vijayakanthan


Shawn M. Riel (May 26, 2025 15:25 EDT)

Shawn Riel

mw*cope 491
January 31, 2023

SCHEDULE "A"

January 1, 2023 to December 31, 2024

CLASS	EFFECTIVE	START	3 months/450 hours	1 Year	2 Years	3 Years
RPN	January 1, 2023	\$25.83	\$26.38	\$26.81	\$27.15	\$27.75
	January 1, 2024	\$26.73	\$27.30	\$27.75	\$28.10	\$28.72
NA*	January 1, 2023	\$23.86	\$24.39	\$24.90	\$25.47	\$26.10
	January 1, 2024	\$24.70	\$25.24	\$25.77	\$26.36	\$27.01
AA	January 1, 2023	\$20.75	\$21.29	\$21.80	\$22.37	\$23.00
	January 1, 2024	\$21.48	\$22.04	\$22.56	\$23.15	\$23.81
HCA*	January 1, 2023	\$24.07	\$24.63	\$25.15	\$25.74	\$26.32
	January 1, 2024	\$24.91	\$25.49	\$26.03	\$26.64	\$27.24
Aides	January 1, 2023	\$20.22	\$20.86	\$21.28	\$21.82	\$22.51
	January 1, 2024	\$20.93	\$21.59	\$22.02	\$22.58	\$23.30
Cook	January 1, 2023	\$21.23	\$21.67	\$22.28	\$22.81	\$23.32
	January 1, 2024	\$21.97	\$22.43	\$23.06	\$23.61	\$24.14
MTCE	January 1, 2023	\$21.97	\$22.55	\$23.06	\$23.56	\$24.59
	January 1, 2024	\$22.74	\$23.34	\$23.87	\$24.38	\$25.45
HANDYMAN	January 1, 2023	\$20.75	\$21.28	\$21.77	\$22.35	\$23.00
	January 1, 2024	\$21.48	\$22.02	\$22.53	\$23.13	\$23.81

* Includes \$3.00 PWE effective Jan 1, 2023

sp:cope491
 May 13, 2024

* Pay increases effective the first full pay period of the month.