

COLLECTIVE AGREEMENT

BETWEEN:



**RIVERSIDE HEALTH CARE FACILITIES INC.
RAINYCREST LONG TERM CARE FACILITIES**

and

CUPE Canadian Union
of Public Employees

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65-10
"Community Support Services"
(Home Care / Home Support/Assisted Living)**

Term of Agreement September 29, 2023 – September 28, 2025

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COLLECTIVE AGREEMENT

BETWEEN:

**RIVERSIDE HEALTH CARE FACILITIES INC.
RAINYCREST LONG TERM CARE FACILITIES**

(hereinafter called the “Employer”)

of the first part

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65-10
“Community Support Services”
(Home Care / Home Support/Assisted Living)**

(hereinafter called the “Union”)

of the second part

NOW THEREFORE this Agreement witnesseth:

ARTICLE 1 – GENERAL PURPOSE

1.01 General Purpose

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Union.

ARTICLE 2 – DEFINITIONS

2.01 Employee

Shall mean an employee coming within the scope of the bargaining unit as described in Article 3 (3.01(a)) and who has completed their probationary period.

2.02 Full-Time Employees

A Full-Time employee is an employee who has been hired, or transferred, into a Full-Time position and has satisfactorily served the probationary period and is normally employed in a full-time position of a continuous nature.

2.03 Part-Time Employees

A Part-Time employee is an employee who has been hired, or transferred, into a part-time position and has satisfactorily served the probationary period and makes a commitment to the Employer to be available to be scheduled for work on a regular predetermined basis and in respect of whom such predetermined scheduling occurs for less than 80 hours per pay period.

2.04 Casual Employees

A Casual employee is an employee who has been hired, or transferred, into a casual assignment and has satisfactorily served the probationary period, whose work is on an irregular basis and in respect to whom no predetermined scheduling occurs.

2.05 Gender Clause

For the purposes of interpretation of this Agreement wherever the singular or masculine gender is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement so requires.

ARTICLE 3 – RECOGNITION

3.01 Bargaining Unit

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Riverside Health Care Inc. of Rainycrest Home Care / Home Support, working at or out of Fort Frances, Atikokan, Emo and Rainy River Home Support Offices, save and except Coordinators, persons above the rank of Coordinator, Administrative Assistant, Accounts Clerks and persons for whom any trade union held bargaining rights as of October 6, 1994.
- (b) The Union agrees that the Employer may use trainees under any Government endorsed programs provided that they consult with the Union as to the number of trainees and the

work, which they will perform. Both parties will mutually agree before such a program is instituted or started.

3.02 Management Functions

The Union recognizes that it is the exclusive function of the Employer to manage, which function without limiting the generality of the foregoing, include the right to determine:

- (1) Employment, appointment, complement, organization, assignment, to discipline, dismiss or suspend for just cause, work methods and procedure, kinds and location of equipment and classification of positions.
- (2) Training and development, employee appraisals, governing principals of which are subject to review by the Employer in the consultation with the Union.
- (3) The Employer will not exercise or make or enforce regulations inconsistent with the provisions of this Agreement unless by mutual consent.
- (4) Before the Employer introduces technological change that will affect employees or where any policy change will adversely affect employees there will be prior notice and discussion with the Union at a Union/Management meeting.

The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration Procedure.

3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this agreement.

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

3.04 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

3.05 Use of Volunteers

The Employer shall submit to the Union at three (3) month intervals, the number of volunteers for the current month, the number of hours worked and the duties performed.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

4.01 No Strikes or Lockouts

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 5 – NO DISCRIMINATION

5.01 No Discrimination

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

The Union shall be provided a copy of any written notice provided to an employee that they may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism.

5.02 Attendance Management

Days of absence arising out of a medically-established serious chronic condition, an on-going course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and have provided medical substantiation of such symptoms) but is required to be absent under the Employer or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

Leaves covered under the *Employment Standards Act*, and leaves under Article 19 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator (or their designate) of the Employer and the Unit Chair (Community Support Services) of the Union.

Changes that affect the Bargaining Unit shall be communicated in writing to the Local Unit Chair (Community Support Services) at Rainycrest Long Term Care Facility and shall be discussed at Labour/Management meetings in accordance with Clause 7.03 of this Agreement.

ARTICLE 7 – LABOUR-MANAGEMENT RELATIONS

7.01 Bargaining Committee

- a) A Union Bargaining Committee will be elected or appointed by the Union and will consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members on the Committee.
- b) The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to

preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Employer.

- c) When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement.

7.02 Grievance Committee

The Employer will recognize a Grievance Committee composed of the Unit Chair and not more than three (3) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration.

7.03 Labour-Management Committee

The parties agree to form a Labour/Management Committee consisting of up to four (4) representatives of each. The Committee will meet no less than four (4) times per year or at the request of either party at mutually agreeable times to discuss matters of mutual concern.

It is agreed and understood that all matters relating to Health and Safety shall be a standing agenda item.

The party requesting the meeting will notify the other within one week of the meeting with an agenda setting out the matters to be discussed.

Time spent by the Union representatives in the Labour/Management Meeting, while at work, will be considered as time at work and will be paid at straight time hourly rates.

1. A written agenda will be exchanged one week prior to scheduled meetings;
2. Written minutes of all meetings shall be the responsibility of the representatives of both the Union and the Employer, with such representation alternating the duties associated with the recording and distribution of the Minutes; and
3. Written minutes of all meetings shall be read and approved at the following meeting and posted in the workplace

7.04 Union Unit Chair / Stewards

- (a) The Employer agrees to recognize Union Unit chair\ stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

- (b) A Unit Chair or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.
- (c) The Union shall keep the Employer notified in writing of the names of Union Unit Chair / stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) The number of stewards and the areas which they represent are to be determined by the Union.

7.05 Technical Information

The Employer shall make available to the Unit Chair (Community Support Services) information required by the Unit Chair (Community Support Services) regarding job descriptions of positions in the bargaining unit.

7.06 Representation

The Employer shall be notified in writing of the names of the Union Representatives and members of the Committees above. The Employer will, if requested, supply the Union with an organizational chart demonstrating the lines of authority and responsibility within the Home.

The Employer or the Union shall have the right at any time to have the assistance of a representative of the CUPE in negotiations, grievance meetings or other matters of mutual concern to the parties, the representative of the CUPE will make prior verbal arrangements with the Manager, Human Resources, or designate to attend at meetings on the employer premises.

7.07 Permission to Leave Work

In order that the work of the Employer shall not be unreasonably interrupted, the Union acknowledges that the Unit Chair, a Steward or member of any Committee shall not leave their regular duties without first obtaining permission from their supervisor and on resuming regular duties they will report to their respective supervisors.

ARTICLE 8 – UNION MEMBERSHIP REQUIREMENT AND CHECK-OFF OF UNION DUES

8.01 All Employees to be Members

All employees of the Employer, as a condition of employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

8.02 Check-Off Payments

The Employer will deduct from every employee from the date of hire, any monthly dues levied in accordance with the Union constitution and by-law and owing by the employee to the Union.

The total amount of said deduction shall be forwarded to the Treasurer of the Union not later than one (1) month after payroll deduction, accompanied by a list of names and addresses of employees from whom wage deductions have been made.

8.03 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

8.04 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the working conditions of the members of the Union, are to be discussed at the Union/Management meeting following the Board meeting.

8.05 New Employees

Upon the hiring of a new employee, the Employer will advise the Treasurer of the Union and the Unit Chair (Community Support Services) the name of the successful employee and position held.

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.01 Definition of Grievance

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

9.02 Presence of Steward

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

9.03 Grievance Procedure

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a Union steward if they so desire. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee, who may be accompanied by a Steward, may submit a written grievance signed by the employee to (designated by Employer). The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Employer may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The (designate) will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to them. Failing settlement or response, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the (designated by Employer). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as they may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting.

9.04 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

9.05 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 Department Head or their designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s).

The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.06 Discharge During Probationary Period

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected.

Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.

9.07 Arbitration

- a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.
- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

9.08 Agreements Final and Binding

All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

9.09 Submission to Arbitration

When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

9.10 Use of Arbitrators Involved in Grievance Process

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

9.11 Carrying Out Requisite Steps

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

9.12 Limitations of the Arbitration Board

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

9.13 Arbitration Decisions

The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

9.14 Arbitration Expenses

Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.

9.15 Time Limits

The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.

9.16 Use of Single Arbitrator

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 10 – REPRIMANDS

10.01 Reprimands

Whenever the Employer delivers a written reprimand to an employee, the Employer shall send a copy of the written reprimand to the Unit Chair/Steward (Community Support Services) of the Union within five (5) days, unless the employee requests confidentiality.

10.02 Particulars in Written Reprimand

A written reprimand shall include particulars of the work performance alleged to be unsatisfactory. If the employee replies to the reprimand in writing, the reply shall become part of their record.

ARTICLE 11 – ACCESS TO FILES

11.01 Access to Personnel File

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Human Resources Manager or designate. An employee has the right to request copies of any evaluations in this file.

11.02 Clearing of Record

Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year.

ARTICLE 12 – SENIORITY

12.01 Probation for Newly Hired Employees

Newly hired employees shall serve as probationary employees until they have completed the greater of three (3) months or two hundred (200) hours.

Upon completion of the probationary period they shall be credited with seniority retroactive to date of hire.

Dismissal of a Probationary Employee shall not be made the subject of a grievance.

12.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time Employees, including casual employees, will accumulate seniority on the basis of one (1) years seniority for each 2080 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis. Part-time and Casual employees cannot accrue more than one (1) year's seniority in a twelve (12) month period.

12.03 Seniority Lists

The Employer shall maintain two Seniority lists – one for full-time and one combined list for regular part-time and casual.

Seniority lists shall be updated four times per year (February, May, August and December) and issued to the Recording Secretary and Shop Stewards immediately. One copy shall be posted on the bulletin board.

Any objection by an employee or the Union to the accuracy of the seniority lists must be made in writing to the Director, Human Resources within the thirty (30) day period, otherwise the lists will be deemed to be accurate.

12.04 Break in Service

An employee shall lose all seniority and shall be deemed to have quit the Employer when the employee:

- (a) quits the employ of the Employer;
- (b) they are discharged for just cause and is not reinstated;
- (c) fails to return to work after the completion of a leave of absence granted by the Employer;
- (d) fails to return to work within seven (7) calendar days after being sent a recall notice by registered mail to their last recorded address with the Employer;
- (e) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted;
- (f) is laid off for more than forty eight (48) months.
- (g) is absent from work without a reason acceptable to the Administrator for three (3) or more working days in any calendar year.

12.05 Effect of Absence

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 Seniority in Promotion and Transfers

Both parties recognize that job opportunity should increase in proportion to length of service.

Therefore, in assigning new clients or other available clients, the offer of these clients will be made in order of seniority to the employees in the home community, provided that the employee has the qualifications. The assignment will be made as soon as possible.

13.02 Vacancy

Whenever a vacancy is created by an employee being absent from work as a result of sick leave, bereavement leave, compassionate leave, general leave (paid or unpaid), maternity leave, WSIB leave, vacation leave, or any other reason, the clients serviced by the employee causing the vacancy will be offered, by seniority, to the remaining staff in the home community. The Employer agrees to act fairly and reasonably in the reassigning of clients under this clause.

13.03 Trial Period

In the case of a transfer to another classification, the successful applicant shall be placed on a trial period. Conditional on satisfactory service, the appointment shall become permanent after a period of thirty (30) calendar days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the new employee finds themselves unable to perform the duties of the new job classification during the trial period, they shall be returned to their former position at their former salary, without loss of seniority. Until the applicant has successfully completed their trial period, their former duties will be distributed among existing staff.

13.04 Loss of Clients

- a) Whenever an employee permanently loses a client through death, permanent hospitalization, departure or any other reason, that employee shall be placed on a recall list. New clients will be offered to the employee according to Clause 13.05. Should the employee not have a new client assigned within thirty (30) days, then the employee will be permitted to exercise seniority in order to displace the equivalent number of hours of work from the most junior employee in the home community.
- b) An employee losing hours through displacement shall be placed on the recall list. No new clients will be assigned as per Clause 13.05 until such time as the displaced employee has been offered new clients (hours) not to surpass the next senior employee within the geographic region.
- c) No new employees shall be hired until all those on recall have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision,
- d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

13.05 Assignment of New Clients

Whenever a new client is taken on by the Employer in a home community, that new client will be made available to employees, in order of seniority, except as otherwise noted.

Acceptance of the client shall not be permitted if the acceptance places the employee into an overtime situation.

An employee may however, with the agreement of the Employer, change their existing clients to enable them to work more hours in a work day or work week. The reassignment of the existing client shall be dealt with as shown above as if they were a new client.

The compatibility of clients and their workers will be assessed from time to time by the Employer. If it is perceived that the worker/client relationship is unworkable the Employer will meet with the employee to discuss the assignment. If following the meeting it is found the worker/client relationship is unworkable then the Employer has the right to reassign the client to the next senior employee

The employee may initiate a meeting with the Employer to discuss an unworkable worker/client relationship. If it is found that the relationship is unworkable the employee shall be reassigned.

Extensions to the thirty (30) day trial period can be made upon the agreement of the parties (i.e. - Employer, employee and client).

Employees will be permitted to refuse up to three (3) clients in one calendar year. An employee that refuses more than three (3) clients will forfeit their place in the seniority list for the assignment of clients for the remainder of that calendar year, but will be returned to their place in the seniority list on January 1st of the following year. Any refusal can be reviewed by the Employer, and if deemed valid by the Employer, it will not be reflected as a refusal for the purposes of this clause.

13.06 Special Assignments

Notwithstanding the assignment process shown in Clause 13.04 and 13.05, clients requesting a specific employee shall be assigned that employee upon discussion with the Union and the employees involved.

ARTICLE 14 – LAYOFF AND RECALL PROCEDURE

14.01 Definition of Layoff

Lay off shall be defined as per the Employment Standards Act.

14.02 Role of Seniority in Layoffs and Recall

Both parties recognize that job security should increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off in reverse order of their seniority. Employees shall be recalled in the order of their seniority if qualified in accordance with Article 13 for the recall position.

All employees about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

The job descriptions shall decide qualifications.

14.03 Technological Change

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

ARTICLE 15 – HOURS OF WORK

15.01 Regular Work Day

- (a) Assisted Living Programs - The regular workday for all regular employees in Assisted Living Programs shall be between the hours of 7:30 a.m. and 10:00 p.m. seven days per week.
- (b) Home Support Programs - The regular work day for all regular employees in Home Support Programs shall be between the hours of 7:30 a.m. and 8:00 p.m. seven days per week.

15.02 Regular Work Week

The regular work-week for all employees shall consist of no more than forty (40) hours per week averaged over a pay period.

15.03 Regular Hours of Work

- i) The following provisions are intended to define the normal hours of work and not be construed as a guarantee of hours of work per day or per week or of days of work per week.
 - (a) The regular hours of work for full-time employees shall not average more than eighty (80) hours over a two (2) week period.
 - (b) The regular hours of work for all part-time and casual employees working less than a full shift shall be as per the hours of work in the original job posting unless altered by the Employer for reasons in 15.03 ii) and shall not exceed eighty (80) hours over a two (2) week period.
- ii) The number of hours or days worked in a week shall be determined upon agreement between the employee and the Employer and depends upon the following:
 - (a) the employee's availability;
 - (b) the number of hours of service required by the Employer;
 - (c) the needs of the client.

Regular hours or days of work may be changed or altered by mutual agreement between the employee and the Employer, unless such change is caused by a client's needs.

15.04 Overtime

All hours worked in excess of eighty (80) hours averaged over a pay period shall be considered overtime and shall be paid at the rate of time and one-half (1½).

15.05 Exchanging Assigned Clients

Employees in the same classification shall be able to exchange clients with each other with the consent of the Manager or designate concerned. Each employee will be responsible for their newly assigned client and shall concur with the Manager or designate as to the name of the employee involved at least one (1) day before the change is made.

Such request must be submitted in writing, signed by both employees and approved in writing by the Manager or designate.

No overtime or shift premium shall be paid as a result of this request.

Such approval and concurrence shall not be unreasonably withheld.

15.06 Reporting Pay

An employee who reports to the client when scheduled by the Employer and the client is not home or the employee is not needed, shall be paid for one (1) hour at their regular rate of pay plus any travel time. The employee shall notify their Employer of the occurrence on the same day that it happens.

The Employee can contact the Employer to review the ability for assignment of alternate work.

15.07 Orientation Program

Each home community will establish an orientation program for new and transferred employees.

15.08 Break Times

Employee's working within the Adult Day Program and Handivan Service shall be entitled to appropriate rest periods. Where possible, Assisted Living employees who work four (4) or more consecutive hours will be allowed an appropriate rest period defined by the Employer.

15.09 Call-In in Order of Seniority

Any call-in or extra shifts will be offered to available part-time and casual employees within the classification according to seniority, provided they are capable of performing the available work. In the event no one is available for the call-in shift, all employees of the bargaining unit capable of performing the work will be offered the call-in shift by seniority at the appropriate overtime rate.

15.10 Call-Back (Effective June 13, 2023)

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of double-time (2) their regular hourly earnings. Superior provisions shall remain.

15.11 Travel Time Between Clients

An employee who has more than one (1) client scheduled on any given day shall be paid for the travel time from client to client.

15.12 Casual Employees

Casual employees must be available to work all shifts and must be available to work at least forty-eight weeks of the year subject to vacation entitlements and leave provisions. Casual employees who have been called to work and refused and/or have been absent for calls for four (4) or more consecutive weeks and who have not had a leave of absence approved may be placed at the bottom of the call-in list for a period not to exceed six (6) months.

15.13 Notice of Shift Cancellation

The Employer will endeavour to provide as much advance notice as practicable of a change in the posted schedule. Changes to the posted schedule will be brought to the attention of the employee.

Where less than seventy-two (72) hours notice is given personally to the employee for the cancellation of a shift that was added to their schedule, time and one-half (1 ½) of the employee's straight time hourly rate will be for all hours worked on the employee's next completed like shift.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 Paid Holidays

The following holidays will be recognized as paid holidays:

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

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

16.02 Pay for Working on Statutory Holidays

An employee who works on any of the holidays listed in Clause 16.01 above will receive pay at the rate of time and one half times their-regular wage for all hours worked.

16.03 Compensation for Holidays Falling on Scheduled Day Off

Full-Time Employees

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time designated by mutual consent. The amount of time off shall be based on the average daily hours worked averaged over a twelve (12) week period.

Part-Time Employees

If an employee is required to work on any of the holidays set out in Article 16.01, the employee shall be paid at the rate of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours worked on such holiday.

ARTICLE 17 – VACATIONS

17.01 Length of Vacation

Employees covered by this Agreement shall be granted vacations as follows:

(The following clause is applicable to full-time employees only)

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	5	3
5	12	4
12	20	5
20	28	6
28		7

Employees covered by this Agreement shall be granted vacations as follows:

(The following clause is applicable to part-time and casual employees only)

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following:
Less than 1725		6%
3,450	8,625	3 weeks or 6%
8,625	20,700	4 weeks or 8%
20,700	34,500	5 weeks or 10%
34,500	48,300	6 weeks or 12%
48,300		7 weeks or 14%

Progression on Vacation Schedule

Employees shall progress on the vacation scale on the basis of hours worked.

Employees exercising percent (%) over paid vacation days off shall have the option of either:

1. An annual vacation payment on the last payday in December
2. Incorporated into the regular biweekly earnings
3. The actual amount of vacation being taken, will be paid out on the pay day immediately prior to the commencement of vacation, if requested three (3) weeks-notice to the Employer.

17.02 Preference in Vacations

Prime time summer vacations shall be granted on the basis of seniority provided that an employee exercises their choice by April 1st of each year.

The Employer shall confirm such period of vacation by May 1st of each year.

Prime time Christmas, New Year's and March break vacation shall be granted on the basis of seniority provided that an employee exercises their choice by October 15th of each year.

The Employer shall confirm such period of vacation by November 15th of each year.

Once an employee has been granted vacation based on their seniority, they shall not use their seniority to change their vacation time.

Any requests for changes or cancellations of an employee's scheduled vacation must be made at least seventy-two (72) hours before the vacation is scheduled to begin. Any vacation change or cancellation requests made within seventy-two (72) hours will be considered on a case by case basis at the Employer's discretion.

17.03 Approved Leave of Absence During Vacation

(a) Illness During Vacation

Where an employee's scheduled vacation is interrupted due to illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

(b) Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.01. the portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness or accident rendering them unable to perform their regular duties as an employee and not compensable under the Workers' Compensation Act.

18.02 Sick Leave Bank

Effective September 22, 2008

- a) For each employee with five (5) years or more of service, forty (40) percent of existing sick leave credits shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized by an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Employer, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Employer, will equal 100% of the employee's net earnings, to the forty (40) percent limit of the employee's accumulated sick leave credits.
- b) For each employee with three hundred (300) hours or more in their sick bank, forty (40) percent of existing sick leave credits, shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized by an employee who is ill for greater than fifteen (15) consecutive working days to replace earnings to the forty (40) percent limit of the employee's accumulated sick leave credits.
- c) The bank noted in a) and b) above will be calculated at the employee's rate of pay in effect as of September 29, 2008.

- d) An employee will not receive percent in lieu when in receipt of WSIB top up as per a) above, nor will an employee receive per cent in lieu on 'sick time' utilized as per b) above.

18.03 Injury Pay

If an employee is injured on the job and their supervisor excuses them from further duty for the balance of their shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

18.04 Payment Pending Determination of WSIB Claims

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled from the sick bank.

18.05 HOODIP

(The following clause is applicable to full-time employees only)

- (a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- (b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

- (c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:

- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,

- (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
 - (1) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, their existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave days providing they subsequently achieve the necessary service to qualify them for pay-out under the conditions relating to such pay-out.
 - (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- (d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
 - (e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
 - (f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.
- (g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
 - (h) The Hospital shall pay the full cost of any medical certificate required of an employee.
 - (i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement."

Note: Provisions 18(c)(3) and 18(c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 Bereavement Leave

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent. Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral or attend a memorial service (or equivalent to accommodate religious and cultural diversity) for their aunt or uncle, niece or nephew.

The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common law spouse and a partner of the same sex.

19.02 Compassionate Care Leave

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with Section 49.1 of the Employment Standards Act, 2000.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
 - (i) Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.
 - (ii) The employee and the Employer will continue to pay their respective shares of the benefits and pension premiums.

19.03 Parental Leave (Pregnancy/Paternity/Adoption Leave)

- (a) Pregnancy Leave
 - (i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
 - (ii) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
 - (iii) At such time they shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date. The employee shall reconfirm their intention to return to work on the date originally approved in subsection (ii) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (iv) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (v) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

(b) **Parental Leave**

- (i) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (ii) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (iii) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (iv) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm their intention to return to work on the date originally approved in subsection (ii) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (v) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (vi) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

19.04 Medical Care and Emergency Leave

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's

- spouse
- a child, step-child or foster child of the employee or the employee's spouse
 - a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
 - the spouse of a child of the employee
 - the employee's brother or sister
 - a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise their Employer that they will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

An employee is entitled to take a total of 10 days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Employer may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

19.05 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they requests such leave for good and sufficient cause. Such request shall be in writing and' may be approved by the Employer. Such request shall not be unreasonably withheld.

19.06 Pre-Paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Employer.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.

- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Employers of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

19.07 Jury & Witness Duty

If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties within their job, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that their will be required to attend at court;

- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where a part-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties within their job on their regularly scheduled day off, they shall be paid for all hours actually spent at such hearings at their regular straight time hourly rate subject to (a), (b) and (c) above.

19.08 Union Business

- (a) The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Employer. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer, unless not reasonably possible to give such notice.

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

- (b) In addition to the above, an employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. An employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) forty (40) hours per week. The Union will advise the Employer of the number of such hours.

19.09 Leave of Absence for Full-Time Public Duties

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence up to six (6) weeks' duration, with loss of salary but without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.

An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.

19.10 Full-Time Position with the Union

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what their normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

The Employer may fill the vacancy resulting from such leave on a temporary basis.

19.11 Education Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Whenever the Employer requires employees to attend mandatory training courses, seminars and workshops, the employee will be paid their regular wages for that day(s).

The Employer shall pay for the full costs of the course including travel and accommodation.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Employer.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Employer.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Wage Schedule

The Employer agrees that the Wage Schedule attached hereto shall form part of this Agreement.

All employees covered by this Agreement shall be paid by the hourly rate.

20.02 Pay on Temporary Transfers within the Bargaining Unit

When an employee is temporarily requested to perform the principal duties of a higher paying position within the bargaining unit they shall receive the higher rate of pay commensurate with the duties required. When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

20.03 Pay on Temporary Transfer outside of the Bargaining Unit

When an employee is requested to temporarily replace the coordinator for vacation or other absence they shall receive an additional one dollar (\$1.00) per hour for all hours worked.

20.04 Mileage Allowance

The Employer will pay mileage allowance of fifty-seven cents (\$0.57) per kilometer when an employee is required to use their vehicle in the course of employment. The mileage allowance shall be increased in accordance with Riverside Health Care Inc. corporate policy. The Employer will advise the Bargaining Unit (Unit Chair, Stewards and CUPE National Representative) of any changes to this policy.

Employees who accept clients pursuant to Clause 13.01, in communities other than their 'home community' (as defined in Schedule B), will not be paid mileage.

20.05 Vehicle Insurance

Upon submission of satisfactory proof of coverage and related additional expense, the Employer will pay up to a maximum of one hundred (\$100.00) dollars per year of vehicle insurance required to transport Clients.

20.06 Standby Pay

An employee who is required to remain available for duty on standby, outside the normal working hours for that employee, shall receive standby pay in the amount of three dollars (\$3.00) per hour for all hours on standby. Effective upon ratification, where such standby duty falls on a paid holiday, as set out in Article 16.01, the employee shall receive standby pay in the amount of four dollars and fifty cents (\$4.50) per hour.

An employee on standby will answer all calls and when a home visit (call-in) is required, the employee will endeavor to do the home visit within 30 minutes from receiving the call. Standby pay shall, however, cease where an employee is called into work and works during the period of standby.

20.07 Paper Work

Employees will be paid 30 minutes every second pay period to complete paper work. (This would apply to Home Support and Handi-Van driver as Assisted Living's paper work is client reports and is done during working hours.)

Employees with significant paper work requirements who can demonstrate time in excess of thirty (30) minutes can request additional compensation for actual time worked.

20.08 Lost Wages for Closure

When Rainycrest is closed, Employees of the Adult Day Program will be compensated as follows:

The first day of closure, staff will be allowed to work on planning future sessions for a period of up to four (4) hours.

Further connected closure will be compensated one (1) hour per cancelled session. The Employer may utilize the one (1) hour above for reassignment and special projects.

The Employer will endeavor to find available work. Employees will be considered available to the Employer for reassignment and special projects during closure periods.

20.09 Clothing/Shoe Allowance

The Employer shall provide an annual clothing allowance to full-time employees of one hundred and twenty-five dollars (\$125.00). Such clothing allowance shall be issued in the last pay period of December of each year. Dress code shall be according to Employer's written policies.

Regular part-time employees shall receive a pro-rated amount of seventy-five dollars (\$75.00), calculated from their hours of work and casual employees will also be pro-rated to seventy-five dollars (\$75.00) but only after 1040 hours of work in each year.

20.10 Shift and Weekend Premium (~~Effective June 13, 2023~~)

Employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 2300 hours.

Effective May 18, 2024

Employees shall be paid a shift premium of two dollars and ninety-eight cents (\$2.98) per hour for all hours worked where the majority of their scheduled hours fall between 2300 and 0700 hours.

Effective September 29, 2023

Three dollars and fourteen cents (\$3.14) per hour will be paid as a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

For clarity, employees will be paid both shift and weekend premiums when working hours eligible for both premiums.

ARTICLE 21 – HEALTH AND SAFETY

21.01 Safety Equipment

The Employer will provide kneepads and latex rubber gloves to employees on an as required basis.

21.02 Health and Safety Act

The Employer and the Union agree to abide by the provisions of the Occupational Health and Safety Act.

21.03 Modified Work

- a) The Employer will notify the Unit Chair of the Local of the names of all bargaining unit employees who go off work due to work-related injury or go on long-term disability.
- b) The Employer and the Union agree to cooperate in facilitating the return to work of disabled employees and to meeting the parties' responsibilities under the law.
- c) The Union shall receive a copy of all return to work/modified work plans.

21.04 Violence in the Workplace

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

“Workplace violence” means:

- a) The exercise of physical force by a person against a worker, in a workplace, that cause or could cause physical injury to the worker.
- b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
- c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The Employer will ensure that employees are properly advised in advance if they are required to interact with patients who the Employer is aware have exhibited violent behaviour previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behaviour.

The Employer shall give due consideration to whether, in light of all the relevant circumstances, it is appropriate that an employee interacts with known violent patient alone.

The Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as possible.

21.05 Infectious Disease

- a) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25 (2) (h)].
- b) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
- c) The Employer will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Employer.
- d) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].
- e) The Employer agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to the Employer’s pandemic plan and related risk assessment, all accident reports, health and

safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Employer will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.

- f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.
- g) Within a reasonable time frame following the declaration of an epidemic or a pandemic by public health officials, the Employer will meet with the joint health and safety committee to consult on how to implement protections for health care workers.
- h) Employees who are absent from work due to illness shall receive sick pay in accordance with Article 13 (or in the case of part-time employees, percentage in lieu). Employees who are absent from work due to a communicable disease and who are required to quarantine or isolate due to (i) the Employer's policy, and/or (ii) operation of law and/or (iii) direction of public health officials, shall be entitled to salary continuation and seniority accumulation for the duration of the quarantine.

For clarity, a part-time employee required to quarantine would receive salary continuation, including percentage in lieu, for all regularly scheduled shifts that they are absent for due to the quarantine requirement.

ARTICLE 22 – EMPLOYEE BENEFITS

22.01 Pension Plan

All present employees enrolled in the Healthcare of Ontario Pension Plan (HOOPP) shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall be notified immediately once eligible and provided detailed material from the Healthcare of Ontario Pension Plan (HOOPP).

22.02 Health and Welfare Benefits

(The following clause is applicable to full-time employees only)

The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Employer agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Employer agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Subject to superior conditions services of a chiropractor and of a licensed or registered physiotherapist will be covered up to an annual maximum of \$450 for each service.

Subject to superior conditions, services of a licensed or registered massage therapist will be covered up to an annual maximum of \$450.

Effective September 29, 2022, subject to superior conditions, mental health services by a psychologist, registered psychotherapist or social worker (MSW) will be covered up to a maximum of \$800 annually.

Vision care maximum \$450.00 every 24 months in addition to eye examinations biennially, and hearing aid acquisition every 12 months. Vision care coverage can be used for laser eye surgery.

Effective June 13, 2023, vision care maximum of \$450 every 24 months in addition to eye examination biennially, and hearing aid acquisition every 12 months. Vision care coverage can be used for laser eye surgery.

- (c) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier.

Dental recall, including preventative services, every 9 months.

The Employer also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, implants and repairs to same] at 50/50 co-insurance to \$2000 annual maximum and orthodontics 50/50 co-insurance with \$2000 maximum per insured lifetime providing the balance of the monthly premiums are paid by the employee through payroll deduction.

The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

- (e) The Employer will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Employer's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Employer will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.
- (g) The Hospital shall establish a Health Care Spending Account of one hundred dollars (\$100.00) annually for full-time employees, in accordance with all of the applicable rules.

(h) **Benefits Age 65 and Older**

Effective June 17, 2024, semi-private hospital insurance, extended health care benefits, dental benefits, and accidental death and dismemberment benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's eightieth (80th) birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

22.03 Change in Carrier

(The following clause is applicable to full-time employees only)

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

22.04 Benefits for Part-Time and Casual Employees

(The following clause is applicable to part-time and casual employees only)

A part-time or casual employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of their regular straight time hourly rate for all straight time hours paid.

22.05 Unemployment Insurance

All employees covered in this Agreement shall be enrolled under the Unemployment Insurance Act as insurable employees.

ARTICLE 23 – JOB SECURITY

23.01 Restriction on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company or non-unit employee.

In situations requiring services for which existing staff are not qualified to perform, no such employee will be laid off or have their employment terminated by reason of such subcontracting or contracting out.

ARTICLE 24 – JOB CLASSIFICATIONS AND RECLASSIFICATIONS

24.01 Job Descriptions

The job descriptions shall be the criterion of qualifications. The job description is as contained in the job description manual approved by Riverside Health Care Facilities Inc.

It is understood that job descriptions and corresponding qualifications are subject to change from time to time.

Such existing job descriptions shall not be altered, modified or revised without prior consultation with the local union.

24.02 Changes in Classification

When the duties or volume of work in any classification are increased or when any position not covered by Appendix "A" is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay for the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 25 – TERM OF AGREEMENT

25.01 Duration

This Agreement shall be effective from September 29, 2023 to September 28, 2025 and shall continue automatically from year to year thereafter unless either party notifies the other party within the period of ninety (90) days prior to the termination date, that it desires to amend or terminate this Agreement.

25.02 Retroactivity

The Schedule A will be retroactive to September 29, 2023 for all current and former employees for all hours paid within ninety (90) days of ratification or award.

25.03 Central Bargaining

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from one hundred and twenty (120) to sixty (60) days prior to the termination date of this Agreement. Negotiations on central matters shall take place during this period commencing forty-five (45) days prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the Central Negotiating Committees referred to above. For such purposes, it is further understood that the Central Negotiating Committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as

to possible participation in Central Negotiations, if any, and the conditions for such central bargaining.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

Signed in Electronically, this day 10th of April, 20 25.

ON BEHALF OF

**RIVERSIDE HEALTH CARE FACILITIES
INC. - RAINYCREST LONG TERM CARE
FACILITIES**

KWoods
KWoods (Apr 9, 2025 12:45 CDT)

D. B. B.

Kelli Bolen
Kelli Bolen (Apr 10, 2025 14:00 CDT)

ON BEHALF OF

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 65-10
(Rainycrest Home Care / Home Support)**

Donna Kneisz
Donna Kneisz (Apr 10, 2025 14:21 CDT)

Val Johnson
Val Johnson (Apr 10, 2025 16:40 CDT)

:RC/COPE491

SCHEDULE "A"**Classification and Wage Schedule**

<u>CLASSIFICATION</u>	3.5% Sept. 29/22	2022 \$3.00 WE	3% Sept. 29/23	3% Sept. 29/24
Home Care Worker (Archived)	\$21.76	N/A	\$22.41	\$23.09
Personal Care Worker	\$21.76	\$24.76	\$25.50	\$26.27
Personal Support Worker	\$23.20	\$26.20	\$26.99	\$27.80
Adult Day Services	\$23.20	N/A	\$25.27	\$26.02
Medically Stable Patient Transport	\$24.53	N/A	\$25.27	\$26.02

SCHEDULE "B"

Home Communities for the Rainy River District

Rainy River – starts at Highway 600 to 617	Emo – East to La Vallee Road North and South (Highway 617 East)	Fort Frances – East of La Vallee Road North and South to Windy Point	Atikokan – Highway 11 East to Highway 11 West
<ul style="list-style-type: none"> ● Gameland ● Bergland ● Sleeman ● Pinewood ● Stratton ● Morson <p>(All First Nations in the area included)</p>	<ul style="list-style-type: none"> ● Barwick ● Stratton ● Finland ● Devlin ● La Vallee ● Blackhawk ● Dance ● Burriss <p>(All First Nations in the area included)</p>	<ul style="list-style-type: none"> ● Alberton ● Miscampbell ● East of Fort Frances to, but not including, Seine River <p>(All First Nations in the area included)</p>	<ul style="list-style-type: none"> ● Huronian ● Windigoostigwan ("Windy") ● Quetico ● Marion Lake ● Eva Lake ● Niobe ● Sapawe ● Nym Lake ● Perch Lake ● Factor Lake ● Vernon ● Seine River <p>(All First Nations in the area included)</p>

:RC/COPE491

LETTER OF UNDERSTANDING

Between

**RIVERSIDE HEALTH CARE FACILITIES INC.
RAINYCREST LONG TERM CARE FACILITIES**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65-10**

(Rainycrest Home Care / Home Support)

RE: INFLUENZA VACCINATION

The parties agree to the following Letter of Understanding with respect to Influenza Vaccinations:

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employers recognize that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) If an employee refuses to take the recommended or required vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This letter shall be interpreted in a manner consistent with the Ontario Human Rights Code.

Signed this 10th day of April, 2025.

**RIVERSIDE HEALTH CARE FACILITIES
INC. - RAINYCREST LONG TERM CARE
FACILITIES**

KWoods

KWoods (Apr 9, 2025 12:45 CDT)

DJB

Kelli Bolon

Kelli Bolon (Apr 10, 2025 14:00 CDT)

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 65-10
(Rainycrest Home Care / Home Support)**

Donna Kneisz

Donna Kneisz (Apr 10, 2025 14:21 CDT)

Val Johnson

Val Johnson (Apr 10, 2025 16:40 CDT)

:RC/COPE491

LETTER OF UNDERSTANDING

Between

**RIVERSIDE HEALTH CARE FACILITIES INC.
RAINYCREST LONG TERM CARE FACILITIES**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65-10**

(Rainycrest Home Care / Home Support)

Re: ONTARIO HEALTH AT HOME (Formerly Local Health Integration Networks)

The parties agree that any Ontario Health at Home initiative that will have a direct impact on the members of the bargaining unit may be raised through the Labour Management Committee.

The Union will be provided with any pertinent financial and staffing information as necessary.

Signed this 10th day of April, 2025.

**RIVERSIDE HEALTH CARE FACILITIES
INC. - RAINYCREST LONG TERM CARE
FACILITIES**

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 65-10
(Rainycrest Home Care / Home Support)**

KWoods
KWoods (Apr 9, 2025 12:45 CDT)

Donna Kneisz
Donna Kneisz (Apr 10, 2025 14:21 CDT)

D. B. B.

Val Johnson
Val Johnson (Apr 10, 2025 16:40 CDT)

Kelli Bolen
Kelli Bolen (Apr 10, 2025 14:00 CDT)

:RC/COPE491

LETTER OF UNDERSTANDING

Between

**RIVERSIDE HEALTH CARE FACILITIES INC.
RAINYCREST LONG TERM CARE FACILITIES**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65-10**

RE: COMMITMENT TO EQUITY, DIVERSITY AND INCLUSIVITY

The parties agree that working and caring conditions are at their best when the workplace environment is reflective of the communities they serve and work together to promote equity, diversity, and inclusion within the workplace.

The parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Women, Racialized workers, workers with a disability, Black, Indigenous, People of Colour (BIPOC) workers, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which workers choose to self-identify (LGBTQIA2+).

The parties value the contributions of all staff in the workplace and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all.

To support this commitment, where a committee or other workplace forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other workplace forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the Union from amongst bargaining unit employees to join said committee. The committee will meet on a frequency as determined by the committee. The committee will discuss, research and implement strategies, initiatives, and training programs aimed at promoting equity, diversity, and inclusion in the workplace in effective and meaningful ways.

Where a committee or other workplace forum currently exists, at least one (1) representative, and one (1) alternate, from the bargaining unit will be integrated onto the committee or other workplace forum.

Signed this 10th day of April, 2025.

**RIVERSIDE HEALTH CARE FACILITIES
INC. - RAINYCREST LONG TERM CARE
FACILITIES**

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 65-10
(Rainycrest Home Care / Home Support)**

KWoods
KWoods (Apr 9, 2025 12:45 CDT)

Donna Kneisz
Donna Kneisz (Apr 10, 2025 14:21 CDT)

[Handwritten Signature]

Val Johnson
Val Johnson (Apr 10, 2025 16:40 CDT)

Kelli Bolen

Kelli Bolen (Apr 10, 2025 14:00 CDT)

:RC/COPE491

LETTER OF UNDERSTANDING

Between

**RIVERSIDE HEALTH CARE FACILITIES INC.
RAINYCREST LONG TERM CARE FACILITIES**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65-10**

(Rainycrest Home Care / Home Support)

RE: **OPTIMAL STAFFING COMPOSITION**

The parties agree that periodic review of the composition of full-time, regular part-time, and casual staff ensures the optimization of the workforce and may support quality work environments, support continuity of client care, ensure adequate staffing resources, and support cost-efficiency. Such reviews should reflect the recruitment and retention considerations of the internal and external workforce, including the desire for stability and flexibility while ensuring service stability for clients. It is also understood that such reviews occur at a point in time, and the optimal composition of full-time, regular part-time, and casual staff for a unit/department may change over time.

To this end, the parties agree to meet annually to discuss departments/units that would benefit from a review of the optimal composition of full-time, regular part-time, and casual staff. In order to conduct the review, the parties may review the following information for these departments/units:

- Overtime Hours,
- Hours worked by casual staff,
- Hours worked by regular part-time staff above their commitment as per the local appendix of the Collective Agreement,
- Recruitment and retention data,
- Job postings,
- Hours worked by agency staff,
- Work schedules
- Where appropriate, if there are hours identified above that are consistent and recurring, they may be used to add or create full-time or regular part-time positions.

Signed this 10th day of April, 2025.

**RIVERSIDE HEALTH CARE FACILITIES
INC. - RAINYCREST LONG TERM CARE
FACILITIES**

KWoods

KWoods (Apr 9, 2025 12:45 CDT)

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 65-10
(Rainycrest Home Care / Home Support)**

Donna Kneisz

Donna Kneisz (Apr 10, 2025 14:21 CDT)

T. R. J.

Kelli Bolon

Kelli Bolon (Apr 10, 2025 14:00 CDT)

Val Johnson

Val Johnson (Apr 10, 2025 16:40 CDT)

:RC/COPE491

LETTER OF UNDERSTANDING

Between

**RIVERSIDE HEALTH CARE FACILITIES INC.
RAINYCREST LONG TERM CARE FACILITIES**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65-10**

(Rainycrest Home Care / Home Support)

RE: EXTENDED TOURS-12 HOUR SHIFTS

The parties agree that the provision of the collective agreement shall apply to those employees working extended tours, except as amended or modified by this letter or specifically identified in another letter, which shall be attached and form part of the Collective Agreement.

1. Objective

To establish where desired, an extended tour opportunity for appropriate classifications.
To allow the employer to establish extended tour rotations.

2. Introduction and Discontinuation of Extended Tours

(a) Extended tours shall be introduced when:

- (i) Fifty percent (50%) of the members of a unit so indicate by secret ballot; and
- (ii) The employer agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner; and
- (iii) A mutually agreed upon schedule has been developed.

(b) Extended tours shall be discontinued in any unit when:

- (i) Fifty percent (50%) of the staff in the unit so indicate by secret ballot; or
- (ii) The Employer, because of:
 - (1) Adverse effect on client care, or
 - (2) Inability to provide a workable staffing schedule, or
 - (3) A wish to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue extended hours.

(c) When notice of discontinuation is given by either party in accordance with paragraph (2) above:

- (i) The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- (ii) Where it is determined that extended tours will be discontinued, affected staff shall be given forty-five (45) days' notice before the schedules are amended. The shift schedule that is returned to shall be the one in place

immediately prior to the implementation of the extended tours or an amended schedule agreed to by the parties.

3. Trial Period

The parties agree that a trial period for extended tours will be no longer than six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated by administration and affected employees. Extended tours will be continued if fifty percent (50%) of the staff affected so indicate by secret ballot cast at the end of the trial period, and upon agreement of the Employer; such agreement shall not be withheld in an unreasonable or arbitrary manner.

4. Participation

All full-time and part-time staff falling within the classification rotations identified will as a condition of employment, be required to work extended tours on a rotation basis in accordance with the units posted schedule.

5. Hours of Work

- (i) Normal hours on extended tours will be determined at the time.
- (ii) Should eight (8) hour shifts be required the hours will be determined at the time.
- (iii) Hours of work will be averaged over a 6-8 week schedule or as required. The normal daily shift shall be twelve (12) consecutive hours in any twenty-four (24) hour period, inclusive of one forty five (45) minute unpaid meal break.

6. Meal and Rest Periods

Normally the meal and rest periods will be scheduled as follows, a forty-five (45) minute paid and a forty -five (45) minute unpaid.

7. Scheduling

The following shall govern the scheduling of work for the classifications working extended tours.

- (i) The employer will endeavour to provide that full-time employees who normally rotate shall be scheduled to work a least fifty percent (50%) of their work shifts on the day shift, averaged over the master rotation.
- (ii) All other scheduling regulations which apply to these classifications, as contained in the Collective Agreement.
- (iii) The schedules of work will be reviewed semi-annually and may be altered with the agreement of both parties at the time of the review.
- (iv) Staff will not be required to work more than three (3) consecutive twelve (12) hour shifts.

8. Lieu days for paid holidays will be seven and one half (7 ½) hours.

9. Vacation credits shall be converted to hours on the basis of one (1) day equally seven and on-half (7 ½) hours. For purposes of part-time staff within these classifications, vacation credits shall be accumulated on a pro-rated basis.

10. Shift Premium

- (i) Shift premium shall be paid in the following manner:

15:00 to 07:00 – As per article 20.10
2400 hours Friday – 2400 hours Sunday – As per article 20.10

Statutory Holiday: For the purpose of determining pay for working on a statutory holiday, all hours worked between 23:00 hours the day preceding the statutory holiday and 23:00 hours the day of the statutory holiday shall be paid for at a premium rate as per article 16.

Signed this 10th day of April, 2025.

**RIVERSIDE HEALTH CARE FACILITIES
INC. - RAINYCREST LONG TERM CARE
FACILITIES**

KWoods
KWoods (Apr 9, 2025 12:45 CDT)

D.C.B.

Kelli Bolen
Kelli Bolen (Apr 10, 2025 14:00 CDT)

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 65-10
(Rainycrest Home Care / Home Support)**

Donna Kneisz
Donna Kneisz (Apr 10, 2025 14:23 CDT)

Val Johnson
Val Johnson (Apr 10, 2025 14:40 CDT)

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