

COLLECTIVE AGREEMENT

Between

MARINA POINT VILLAGE LP.

(Hereinafter referred to as the “Employer”)

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5482**

(Hereinafter referred to as the “Union”)

Term: September 1, 2024, to August 31, 2026

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manner.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement; NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- a) To maintain order, discipline, and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that he has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- c) To generally to manage the Home, and without restricting the generality of the foregoing to determine the services to be rendered; the kinds and location of machines, tools, instruments and equipment; the extension, limitation, curtailment or cessation of operations; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and all matters not specifically dealt with elsewhere in this Agreement.
- d) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

1.02 No Discrimination

There shall be no discrimination, coercion, or intimidation by the Employer, by the Union or by an employee against another employee because of any employee's participation or lack of participation in union membership. Further, the Employer and the Union agree that there shall be no discrimination, restriction, or coercion exercised or practiced with respect to any employee in the matter of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, or place of residence.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5482 as the exclusive bargaining agent of all employees of Marina Point Village LP in the City of North Bay, save and except supervisors and persons above the rank of supervisor.

2.02 Representatives of the Union

- a) The Union shall have the right to the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives/advisors wishing to meet with employees or the Employer on the premises shall first contact the Employer and arrange for a mutually agreeable time and location.
- b) It is understood that the Employer may have assistance of a representative when dealing or negotiating with the Union.

2.03 Definition of Employee

- a) A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work more than twenty-four (24) hours per week and who makes a commitment to be available on a pre-scheduled basis
- b) A "part-time" employee shall be deemed to be an employee who is regularly scheduled to work twenty-four (24) hours or less per week and who makes a commitment to be available on a pre-scheduled basis.
- c) A "casual" employee shall be defined as someone who does not have regularly scheduled shifts but are available to accept shifts to provide coverage. Casual staff are required to accept a minimum of one shift per month to remain on the staffing list.

2.04 Temporary Employee

An Employee may be hired for a specific term not to exceed twelve (12) months or to replace an employee who will be on approved leave of absence or absence due to Workplace Safety and Insurance Benefits Disability, sick leave, long-term disability, vacation, or perform a special non-recurring task, or to work when other employees are unavailable at straight time. In cases of pregnancy and parental leaves, such period of employment may be for up to the maximum permitted by law. This term may be extended a further six (6) months upon mutual agreement of the Union, the

Employee, and the Employer. The period of employment to such persons will not exceed the absentee's leave.

The temporary employee shall be entitled to all rights and benefits excluding articles, 11, 18, 21, 22, under the collective agreement, such will be as per the ESA. The release or discharge of such Employee shall not be the subject of a grievance or arbitration process unless there is a claim of a Human Rights violation the temporary employee shall not accumulate seniority however, it is understood that this clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

3.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT

4.01 The Employer has a legal responsibility to provide a workplace free from discrimination and harassment, in accordance with the *Occupational Health and Safety Act (OHSA)*.

4.02 Any person who believes they have been a victim or has knowledge of discrimination or harassment has the responsibility to make management aware.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 Deductions

a) Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages, deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

b) The Union will indicate in writing the amount of Union dues to be collected from each employee and any changes in Union dues will take effect in the month following receipt of notice of change in dues. The Union shall save the Employer harmless against any claims by employees that dues deductions have been made improperly. It is the responsibility of the employee to maintain current addresses and phone numbers with the Employer.

c) The Employer agrees to deduct from the wages of each new employee beginning from the first day of employment, the amount of regular bi-weekly Union dues as certified by the Union during the term of this Agreement.

- d) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of the deductions and remittances.

5.02 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

5.03 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All letters between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Union. Each party to this Agreement shall provide the names and addresses to the other party as to whom the correspondence is to be sent. All correspondence to the Union shall be sent to the Secretary of the Union with a copy sent to the Local President and National Representative of the Union.

ARTICLE 7 - UNION - MANAGEMENT RELATIONS

7.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Union Officers and Committee Members

The Union acknowledges that stewards and members of committees have regular duties to perform during working hours and such persons shall not leave their regular duties without permission. All time spent performing Union duties in accordance with the above during working hours shall be without loss of regular pay.

7.03 Bargaining Committee

A Union Bargaining Committee shall be elected or selected and shall consist of not more than two (2) members of the bargaining unit. The President of the Local shall be one of the two (2) members. The Union will advise the Employer of the Union members of the Committee.

The bargaining unit employees who are members of the Negotiation Committee, numbering no more than two (2), will be paid by the Union for time used during their normally scheduled working hours in negotiations for the renewal of this Agreement up to and including all conciliation proceedings but excluding any arbitration proceedings.

7.04 Union - Management Committee

A Union - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

a) Function of Committee

The Committee shall concern itself with the following general matters:

- i) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- ii) Improving and extending services to the public.
- iii) Promoting safety and sanitary practices.
- iv) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- v) Correcting conditions causing grievances and misunderstandings.

b) Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

c) Chairperson of the Meeting

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

d) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.05 Health and Safety Committee

The Union and the Employer shall establish a joint Health and Safety Committee in accordance with the Ontario *Occupational Health and Safety Act* (OHSA).

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, and processing his/her grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

8.03 Definition of Grievance

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

8.04 Settling of Grievance

It is the mutual desire of the parties hereto that grievances shall be adjusted as quickly as possible in the following manner:

Step 1

The employee, who may be accompanied by a steward, shall present the grievance to her immediate supervisor within ten (10) working days of its occurrence, in writing, setting out the resolution the Employee is seeking. The supervisor shall give her answer in writing within ten (10) working days.

Step 2

Within ten (10) working days of the answer at Step 1, a written grievance shall be submitted to the Administrator. A meeting shall take place at a mutually agreeable time to discuss the merits of the grievance, and the employee may be accompanied by a Union steward and/or representative of the Union.

Grievances which commence at Step 2 shall be presented to the appropriate party within ten (10) working days of its occurrence.

The written grievance shall contain the name of the grievor(s) involved, the clause(s) of the Collective Agreement allegedly violated, and the remedy sought.

The Employer shall respond in writing within ten (10) working days of the meeting.

Failing settlement of the grievance at Step 2, either party may, within ten (10) working days after the reply at Step 2, submit the grievance to arbitration.

8.05 Mediation

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

8.06 Policy Grievance and/or Employer Grievance

Where an alleged violation of the Collective Agreement occurs directly between the parties, the grievance shall be commenced at Step 2.

8.07 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.08 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.09 Definition of Working Days

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

ARTICLE 9 - ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure, shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article # 8.04 and such notice shall contain the name of the Union’s nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

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

9.03 Powers of the Board

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

9.04 Decision of the Board

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

9.05 Time limits

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

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

9.07 All agreements reached under the Grievance or Arbitration Procedures will be final and binding on the Employer, the Union, and employees.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Right to Have Steward Present

At the time of formal disciplinary suspension or discharge is imposed, an employee may have the right to the presence of a Union Representative. The Employer shall notify the employee of this right in advance.

10.02 Clearing of the File

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the applicable twenty-four (24) month period.

10.03 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow if such employee fails to bring her work up to a required standard, the Employer shall, within five (5) days thereafter, provide a copy of such discipline to the Union. The discipline shall contain particulars of the issue in question.

10.04 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.05 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 8, Grievance Procedure. Step 2 of the Grievance Procedure shall be omitted in such cases.

10.06 Access to Personnel File

An employee, upon requesting 5 days in advance, shall have the right during normal business hours of the administration office to have access to have a copy of and review his/her personnel file. Management will be in attendance while the employee is reviewing their file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit from the date of last hire. For Part-Time Employees, seniority shall be calculated on the basis of hours worked from the date of last hire, with 1750 hours paid representing one years' service. However, an Employee shall not accumulate in excess of one years of seniority in any calendar year. Except as otherwise provide in the Agreement, seniority shall operate on a bargaining unit-wide basis.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and June of each year. An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined below.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

11.03 If an employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1750 hours PAID.

11.04 If an employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing an anniversary date: 1750 hours PAID equals one (1) year.

11.05 Loss of Seniority

An employee shall not lose seniority rights if she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose her seniority in the event:

- a) She is discharged for just cause and is not reinstated.
- b) She resigns and does not rescind within twenty-four (24) hours.
- c) She is absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer unless such notice as not reasonably possible.
- d) She fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address.
- e) She is laid off in excess of eighteen (18) months.

11.06 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period 450 hours from the date of hiring. During the probationary period, employees may be terminated without just cause. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the employee is returned by the Employer to a position in the bargaining unit within 18 calendar months of the transfer and/or promotion, the employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within 18 calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, within fifteen (15) working days of the vacancy, the Employer shall post a notice

on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than ten (10) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute the shifts as equally as possible.

c) An employee who posts into another position is required to stay in that position for 6 months before posting into another position unless otherwise agreed to by the Employer.

d) Temporary Job Postings

A vacancy which occurs for more than 10 weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed 12 months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of 10 weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

12.02 Recognition of Seniority

In matters of promotion, appointment of the applicant shall be made on the basis of skill, ability, and qualifications. Where those factors are relatively equal, seniority shall govern.

12.03 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment, once a month.

12.04 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer.

ARTICLE 13 - LAY OFFS AND RECALLS

13.01 Definition of Layoffs

Layoffs, under the provisions of this Collective Agreement, shall be defined in accordance with the *Employment Standards Act*.

13.02 Layoff Procedure

- a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that they have the ability and qualifications to meet the requirements of the job.
- b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the layoff; or
 - ii) Displace an employee who has:
 - less bargaining unit seniority in a lower or identical paying classification; and,
 - who has scheduled hours less than or equal to the employee being laid off; and,
 - if the employee originally subject to lay off is qualified for and has the ability and qualifications to perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within three (3) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
 - v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified for and has the ability and qualifications to perform the work available.

13.03 Notice of Lay Off

In the event of a proposed lay off of thirteen (13) calendar weeks or more, the Employer will:

- a) Provide affected employees with notice in accordance with the *Employment Standards Act, 2000 as amended from time to time*.
- b) Meet with the Union through the Labour Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

13.04 Recall

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications required to

perform the work and provided such openings are first posted under the job posting procedure and have not been filled.

- b) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found to not have the qualifications or abilities to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return with work within (3) three calendar days after being notified to by email and return to work within (3) three calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work.
- d) Employees on a lay off or notice of layoff shall be given preference for temporary vacancies which are expected to exceed (20) working days, provided the employee has the ability and the qualifications to perform the work provided. The employee being recalled to a temporary vacancy shall not be required to accept such recall and may remain on lay off.

ARTICLE 14 - HOURS OF WORK

- 14.01** a) The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week.

The normal hours of work for full-time employees shall be seven and one half (7.5) hours or eight (8) hours per day plus an unpaid thirty (30) minute meal period and seventy-two (72) hours or eighty (80) hours in a two-week period.

It is understood that these employees have the right to leave the premises during such unpaid meal period, after first advising the Employer of such intention.

It is understood that the above normal hours of work do not restrict schedules of less than the normal hours of work such as, 7.5 hour or 8-hour shifts, as long as they will always be scheduled for seventy-two hours or eighty 80 hours in a two-week period.

- b) It is understood that the employees in the RSS and Wellness Nurse unit will continue to have their thirty-minute paid meal break. It is further understood that these employees will not be allowed to leave the premises and must provide for the exigencies of individual resident care requirements. It is also understood that should employees require accommodation to meet their physical need for nicotine they will be entitled to take a short cigarette break during their paid breaks provided that resident care is not being affected.

- 14.02** No employee shall work more than six (6) consecutive days with two consecutive days off, except by mutual agreement between the employee and the Employer. This

requirement may be waived between December 1st and January 15th of each year to allow for more time off at Christmas or New Years.

14.03 Work Schedules

A master rotation will be posted in each department. The Employer will assign any additional shifts arising to the master rotation via the work schedules.

Work schedules will be posted four (4) weeks in advance and for a period of at least two weeks. All employees will be scheduled for at least every third (3rd) weekend off. The employer will endeavor to arrange schedules so as to provide for every second (2nd) weekend off. By mutual agreement between the Employer and the employee, an employee may be scheduled to work additional weekends. There shall be no split shifts.

The Employer will provide the employee with a minimum of forty-eight (48) hours' notice if the Employer is changing a scheduled shift after the schedule is posted. The first shift of the day is the Day shift.

14.04 Rest Periods

There shall be two (2) fifteen (15) minute breaks with pay for all employees during each shift of more than seven (7) hours at times designated by the Employer, provided that resident care is not affected.

It is understood that the employees will not be allowed to leave the premises during rest periods and must provide for the exigencies of individual resident care requirements. It is also understood that employees will be entitled to take a short lifestyle break during their rest periods provided that resident care is not affected.

14.05 Rest Periods for Short Shifts

Short shifts of more than four (4) hours but less than seven (7) hours shall receive one (1) fifteen (15) minute break with pay, as close as possible to the middle of the shift, at a time designated by the Employer.

It is understood that the employees will not be allowed to leave the premises during rest periods and must provide for the exigencies of individual resident care requirements. It is also understood that employees will be entitled to take a short lifestyle break during their rest periods provided that resident care is not affected.

14.06 Shift Exchange

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer and with the Employer's permission. Such permission shall not be unreasonable withheld. The Employer has no obligation for any overtime or premium payment arising out of any such exchange and shift giveaways in accordance with the Employer policy.

14.07 Distribution of Shifts

On the posted work schedule, shifts shall be distributed equally amongst part-time employees within each Department up to twenty-four (24) hours per week. Employees

are expected to reasonably cooperate with the Employer when required to work more than twenty-four (24) hours per week. The Employer will distribute additional shifts equitably first by department seniority, then offer to other qualified staff in order of seniority. The Employer will distribute additional shifts to all employees equitably first by department seniority, then offer the other qualified staff in order of seniority on a rotating basis, provided it does not place the employee into overtime and where the employee is full-time, provided the full-time employee agrees.

14.08 Stand-By

- a) The Employer shall post a schedule where employees are required to be on stand-by.
- b) No Employee will be required to be on stand-by for more than 4 days a month, unless otherwise agreed to between the employee and Employer.
- c) Stand-by shall be scheduled on normal days off and the employee shall not be scheduled on stand-by where they have a day shift starting immediately following the stand-by, or where they have been scheduled on a night shift immediately preceding the stand-by. They shall not be scheduled on stand-by on the day following, if they have already been pre-scheduled to worked 6 consecutive shifts, excluding any shifts they volunteer to take that were not scheduled.
- d) Employees shall not pick up shifts when they are on stand-by, unless the employee trades or gives away their shifts with another employee, which shall be subject to Employer approval.
- e) An employee who is required to be stand-by shall receive a daily premium of \$25.00 for each stand-by shift. An employee who attends at Marina Point while on stand-by, will be paid no less than 3 hours, at their regular rate of pay. An employee who is contacted to assist the home by phone while on stand-by, but is not required to attend at Marina Point, will be paid a minimum of 15 minutes for such a call, where the purpose of the call and length of call is recorded on the log sheet, and submitted with the employee's time sheet.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

All time worked in excess of 44 hours per week, shall be considered as overtime.

15.02 Distribution of Overtime

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available. Employees shall be given thirty (30) minutes to respond to overtime distribution.

15.03 Overtime Rates

Overtime rates shall be time and one-half for all hours worked in excess of 44 hours per week. The week shall start each Department dayshift on Monday.

15.04 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

15.05 No Lay Off to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

15.06 Meal Allowance

An Employee will receive on complimentary meal per eight (8) hour shift.

ARTICLE 16 - HOLIDAYS

16.01 The following Holiday Pay provisions apply to all employees:

The Employer recognizes the following as paid holidays:

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

16.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work her scheduled working day immediately preceding or the working day following the holiday unless on a leave of absence or absent due to illness.

16.03 Payment for Holidays

An employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

A day's pay for a part-time employee who is required to work on any of the above-named holidays, shall be calculated in accordance with the *Employment Standards Act of Ontario*, currently in force.

16.04 Float Day

All full-time employees who have successfully completed their probationary period shall be entitled to one (1) float day with pay per calendar year, to be taken on a day mutually agreed upon by the Employer and employee. Float days will not be carried forward to the next year; unused Float days will not be paid out. The float day must be taken in the year it is received.

16.05 Christmas or New Year's Off

The holiday schedule shall endeavour to provide that every employee shall have at least Christmas or New Year's Day off.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

The vacation year shall be based on the employee's service date.

- a) A full-time employee who has completed one (1) or more years of continuous service but less than five (5) years of continuous service, shall receive two (2) weeks annual vacation time-off and vacation pay of four (4%) percent of his wages earned during the previous twelve (12) months.
- b) A full-time employee who has completed at least five (5) or more years of continuous service but less than ten (10) years of continuous service, shall receive three (3) weeks annual vacation time-off and vacation pay of six (6%) percent of his wages earned during the previous twelve (12) months.
- c) A full-time employee who has completed at least ten (10) or more years of continuous service but less than fifteen (15) years of continuous service, shall receive four (4) weeks annual vacation time-off and vacation pay of eight (8%) percent of his wages earned during the previous twelve (12) months.
- d) A full-time employee who has completed at least fifteen (15) or more years of continuous service, shall receive five (5) weeks annual vacation time-off and vacation pay of ten (10%) percent of his wages earned during the previous twelve (12) months.
- e) Part-time employees shall earn vacation pay in accordance with the *Employment Standards Act of Ontario* currently in force. Part-time employees may request a personal leave of absence as set out in Article 19.
- f) Vacation time is calculated based on the employee's date of hire and cannot be used until the following vacation year. For example, a full-time employee starting March 2020 would not be entitled to vacation time in 2020 and would receive eight vacation days in 2021. The employee would then become eligible for 2 weeks of vacation time beginning in January 2022.

- g) A maximum of two weeks continuous vacation (i.e., 10 business days or 14 calendar days) will be allowed unless mutually agreed to and approved by Administrator.
- h) If the employee and the Employer cannot agree on a mutual vacation time, the Employer has the right to schedule the vacation. Vacation time cannot be carried forward the following year.

17.02 Holidays During Vacation

If a paid holiday falls or is observed during a full-time employee's vacation period for which she qualifies, she shall be granted an additional day's vacation with pay for each holiday, in addition to her regular vacation time.

17.03 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.04 An employee shall not be permitted to accumulate vacation time off from one year to another.

17.05 Vacation Schedules

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

Deadlines for submitting vacation requests shall be March 1st for all vacations. The vacation schedule for this period shall be posted no later than May 15th.

17.06 Preference in Vacations

Vacations shall be granted first on the basis of seniority.

17.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation. Employees will not be allowed to displace another employee's approved vacation.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workplace Safety Insurance Act (WSIA)*.

18.02 Amount of Sick Leave

- a) Full-time employees who have completed their probationary period shall receive forty-eight (48) hours of sick leave.
- b) Part-time employees shall receive thirty-two (32) hours of paid sick leave.

18.03 Sick Leave Record

Any employee is to be advised on application, of the amount of sick leave accrued to his/her credit within seven (7) working days.

18.04 Notification to Employer

An employee who is unable to report for duty on her scheduled shift shall notify the Employer of this fact four (4) hours in advance of the commencement of her scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond her control.

18.05 Proof of Illness

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out her duties due to illness. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer.

The Employer shall have the right to request medical for absences under 3 consecutive days of illness, where it has reasonable cause regarding the credibility of the absence.

18.06 Definitions

For the purpose of this Article, the word "month" shall mean a calendar month.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. For a leave of absence of 30 days or over, a leave of absence may be granted without pay for up to one year but with no accumulation of seniority or service.

Employees will be responsible for paying the full amount of retaining benefits 30 days after the commencement of the general leave. All leaves of absence must be requested 30 days in advance, in writing. Leaves of absence may be approved by the Employer, at its discretion. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the

Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment. The Union shall reimburse the Employer for receipt of such pay.

19.03 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

19.04 Bereavement Leave

- a) Probationary Employees: All Full-time and Part-time employees who are still in their probationary period will be entitled to a maximum of three (3) working days off *without* pay, in the event of a death in the family.
- b) Permanent Employees: All Full-time and Part-time employees who have successfully completed their probationary period shall be entitled to a maximum of three (3) working days off *with* pay, in the event of a death in the family.
- c) For the purpose of this policy, family is defined as:
 - a spouse*
 - parent, stepparent, foster parent
 - child, stepchild, foster child
 - grandparent, step-grandparent
 - grandchild or step-grandchild of the employee or the employee's spouse
 - spouse of an employee's child
 - brother or sister of the employee
 - relative of the employee who was dependent on the employee for care or assistance

*Note: "spouse" includes both married and unmarried couples, of the same sex or the opposite sex.

The three (3) working days must be taken within a seven (7) day period immediately following the death of a family member. Should the bereavement leave take place during a time when the employee does not have any scheduled shifts, no pay shall be granted.

19.05 Compassionate Leave/ or Family Leave

Compassionate leave/ or family leave, shall be granted in accordance with the *Employment Standards Act of Ontario*.

19.06 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended.

- (a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume her work.

- (b) Additional leave of absence may be taken under 19.07 Parental Leave.

- (c) An employee who does not apply for leave of absence under 19.06 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.06 a) i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.

- (d) An employee who intends to resume their employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if their shift was designated. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 19.06 d).

- (f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

- (g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that they intend to take parental leave.

19.07 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as her or her own.
- (c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- (d) An Employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin. Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
- (e) For the purposes of Parental Leave the provisions under 19.06 (a), (d), (e), (f), (g) and (h) shall also apply.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the Employee is participating for a period of up to sixty-one (61) weeks while the employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks while the Employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

19.08 Jury or Witness Duty

- a) Autumnwood agrees to grant a leave of absence for jury duty or witness duty with one day's pay in the event that the employee is summoned and cannot attend their regularly scheduled shifts.
- b) Written notice of the summons is required two (2) weeks prior to the court date.
- c) Proof of summons must be provided to the direct Supervisor or the Administrator before pay can be processed.
- d) Should the court date take place during a time when the employee does not have any scheduled shifts, no pay shall be granted.

19.09 Education Leave

- a) Autumnwood provides job related education as set out by applicable legislation in the province of Ontario.
- b) Education sessions will be scheduled throughout the year and may be part of departmental and/or all staff meetings.
- c) Employees will only receive payment for attendance at sessions that are identified as mandatory.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Shift Premiums

a) Weekend Premium

Employees shall be paid a Weekend Premium of an additional \$0.50/hour for all hours worked between Friday at 11:00 pm and Sunday at 11:00 pm.

b) Night Premium

Employees shall be paid a Night Premium of an additional \$0.50/hour for all hours worked between Monday to Thursday 11:00 p.m. to 7:00 a.m. There shall be no pyramiding of these premiums.

20.02 Pay Days

On each payday, each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

20.03 Pay during Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position for at least one (1) hour, she shall receive the probationary rate for the job. When an employee is temporarily assigned to a lower paying position than her own, her rate shall not be reduced

20.04 Responsibility Allowance for Work Outside the Bargaining Unit

When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

20.05 Payment for In-Service

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

20.06 Uniform Allowance

Uniform allowance will be in accordance with Employer practice in effect at the time of ratification of this agreement.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Master Policy

The Union shall be provided with a copy of the current Employer benefits booklet

21.02 Life Insurance and Benefits

Full-time Employees

- a) Full-time employees, who have completed their probationary period and who elect to be on the Group Benefits Plan will be responsible for paying the greater of 20% of the total benefit premium or 100% of their LTD premium. Autumnwood will pay the remainder of the premium for the Group Benefits Plan (AUTUMNWOOD IA Plan).
The Employer shall provide all employees with a life insurance policy coverage equal to one times (1X) an employee's annual earnings for the most recently completed calendar year.

AUTUMNWOOD MATURE LIFESTYLE COMMUNITIES INC.

Plan No.: 27255

Plan Effective Date: January 1, 2020

PARTICIPANT'S LIFE INSURANCE

Sum Insured

One times (1X) the Annual Earnings, the result being rounded to the next higher \$1,000, if not already a multiple thereof.

Maximum \$250,000

Minimum \$20,000

Vision care of \$400 per 12 months for children under age 19 and \$400 per 24 months for adults.

The Cap on drug coverage shall be increased to \$2500 annually.

Preventative Dental care cap shall be increased to \$2000 annually.

- b) Long Term Disability
Monthly Indemnity
66.7% of the Monthly Earnings, the result being rounded to the next higher dollar, if not already a multiple thereof.
Monthly maximum: \$5,000
However, the overall maximum must not exceed 85% of the Pre-Total Disability Net Monthly Earnings.

21.03 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the substantially similar. Before making such a substitution, the Employer shall notify the Union to explain the proposed changes and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union a summary contracted for and in effect for employees covered herein.

21.04 In-Lieu for Part-Time Employees

All part-time employees upon completion of their probationary period, shall receive in lieu of all fringe benefits, an amount equal to six (6%) percent of their straight time hourly rate for all hours worked which will include sick leave.

- 21.05 a) All employees shall be covered by the Workers' Safety and Insurance Act.
- b) An employee receiving payment for a compensable injury or illness under WSIB shall accumulate seniority as set forth in the Workplace Safety and Insurance Act.

ARTICLE 22 - PENSION

22.01 The Employer will provide a Registered Retirement Savings Plan (RRSP) with matching contributions up to 2%.

- a) **Member Required Contributions**
- Each year, Members are required to contribute by payroll deduction, two percent (2%) of their earnings.
- b) **Plan Sponsor Contributions**
- Each year, the Plan Sponsor is required to contribute a one hundred percent (100%) match of Member required contributions to the Plan, on their behalf.

ARTICLE 23 - TECHNOLOGICAL CHANGES

23.01 Technological and Other Changes

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change in the Retirement Home, its employees, and the residents.

ARTICLE 24 - GENERAL CONDITIONS

24.01 Bulletin Board

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

24.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

24.03 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

24.04 Plural or Feminine Terms May Apply

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

ARTICLE 25 - RETROACTIVITY

25.01 Increases to the salary schedule shall be retroactive to September 1, 2021. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between September 1, 2021 and August 31, 2024 they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavor to provide all retroactivity within thirty (30) days of the Interest Arbitration Award and/or receiving written notice of ratification. If the retro is not paid within forty-five (45) days, then thereafter interest will be paid.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Effective Date

The term of this Agreement shall be from September 1, 2024 to August 31, 2026, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

SIGNED ELECTRONICALLY on this 10th day of April, 2025.

FOR THE EMPLOYER

Joe DiPietro
Joe DiPietro (Apr 10, 2025 11:14 EDT)

John Georgievski

FOR THE UNION

Amy Cameron
Amy Cameron (Apr 10, 2025 11:36 EDT)

Tracy Reid Remillard
Tracy Reid Remillard (Apr 10, 2025 15:36 EDT)

Sean Wilson
Sean Wilson (Apr 10, 2025 10:33 EDT)

SCHEDULE A - WAGES

September 1, 2024**

September 1, 2025 3.5% to all classifications

**Only employees employed as of the date of ratification will be entitled to retroactive pay. Retroactive pay for employees employed as of the date of ratification will be paid within 60 days of the signing of the agreement.

		01-Sep-24	01-Sep-25 3.5%
RSS	Start	\$18.51	\$19.16
Resident Services Staff	450-hr Probation	\$18.85	\$19.51
	1 Year	\$19.27	\$19.94
	2 Year	\$19.61	\$20.30
	3 Year	\$19.95	\$20.65
FSS - Dietary Aide ESS - Housekeeper Act. Assistant Receptionist	Start	\$17.80	\$18.42
	450-hr Probation	\$17.93	\$18.56
	1 Year	\$18.23	\$18.87
	2 Year	\$18.53	\$19.18
	3 Year	\$18.83	\$19.49
Cook	Start	\$19.80	\$20.49
	450-hr Probation	\$19.93	\$20.63
	1 Year	\$20.23	\$20.94
	2 Year	\$20.53	\$21.25
	3 Year	\$20.83	\$21.56
Wellness Nurse	Start	\$26.66	\$27.59
	450-hr Probation	\$26.93	\$27.87
	1 Year	\$27.19	\$28.14
	2 Year	\$27.47	\$28.43
	3 Year	\$27.74	\$28.71

LETTER OF UNDERSTANDING

Between

CUPE and Its Local 5482

And

Marina Point Village LP

RE: Hours of Work

Notwithstanding Article 14.01, an Employee who works in food services can be scheduled no more than the hours of work listed in 14.01, but not less than 67.5 hours in a two-week period.

SIGNED ELECTRONICALLY on this 10th day of April, 2025.

FOR THE EMPLOYER

FOR THE UNION

Joe DiPietro
Joe DiPietro (Apr 10, 2025 11:14 EDT)

John Georgievski

Amy Cameron
Amy Cameron (Apr 10, 2025 11:36 EDT)

Tracy Reid Remillard
Tracy Reid Remillard (Apr 10, 2025 15:36 EDT)

Sean Wilson
Sean Wilson (Apr 10, 2025 10:33 EDT)

LETTER OF UNDERSTANDING

Between
MARINA POINT VILLAGE LP.
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5482

RE: Extended (12-Hour) Tours and Hybrid Schedule

The parties acknowledge there exists staffing challenges at Marina Point Village LP. and in an effort to address these issues have agreed to, on a trial basis, to implement extended tours or hybrid tours (a mix of extended tours and normal tours).

Applicable only to the Resident Services Department.

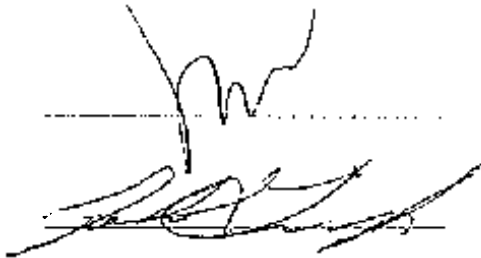
For the duration of the extended tours, the parties agree:

- The trial is anticipated to begin on February 20th, 2023.
- The initial period will consist of 12 weeks. The parties agree to meet at the end of the first six-week schedule to determine, mutually, whether the trial can continue or if it will end after 12 weeks.
- In the event that the trial extends beyond the first 12 weeks, either party may cancel the trial on giving six (6) calendar weeks' notice to the other in writing of its desire to terminate.
- With the exception of the specific variations set forth in this Letter of Understanding, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
- Where an employee is required to remain on site during their meal period, they shall be paid for the meal period at straight time and no overtime pay shall be payable, directly or indirectly as a result of the payment for the meal period.
- For hybrid schedules, there will be scheduled normal daily tours of seven and one-half (7.5) hours and eleven and one-quarter (11.25) consecutive hours per day.
- Scheduling issues will be resolved at the local level.
- Payment for bereavement leave shall be based on the length of scheduled shift.
- Payment for paid holidays for full-time employees is based on the equivalent to the 7.5 hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid in accordance with calculations set forth within the ESA. Where full time employees are working extended tours, they may utilize earned vacation to top up to their regular extended tour wages.
- Full-time employees working extended tours will utilize the full length of the shift taken as vacation.
- Shift and weekend premiums as per **Article 20.01** will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours or hybrid schedules. For clarity, shift premium will be paid for the full night shift of extended tours.

- Overtime premium as set out in Article 15 shall be paid for all hours worked in excess of 88 hours bi-weekly (averaged over the duration of a two (2) week period).
- In the event of cancellation of this agreement, staff will be returned to their previous rotation.

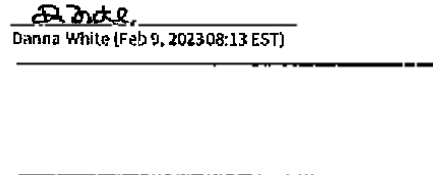
IN WITNESS WHEREOF the parties hereto cause this Agreement to be executed by their duly authorized representatives this 8th day of February, 2023.

ON BEHALF OF THE EMPLOYER



A handwritten signature in black ink, appearing to be 'M. White', is written over a horizontal line. Below this line is another horizontal line, and below that, a third horizontal line.

ON BEHALF OF THE UNION



A handwritten signature in black ink, appearing to be 'D. White', is written over a horizontal line. Below this line is the typed name 'Danna White (Feb 9, 2023 08:13 EST)'. Below the typed name is another horizontal line, and below that, a third horizontal line.