

COLLECTIVE AGREEMENT

between

THE KENSINGTON HEALTH CENTRE
(The Employer)

- and -

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 4599-00**
(The Union)

- Registered Staff -

TERM

June 1, 2024 – May 31, 2026

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TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	3
ARTICLE 2 - MANAGEMENT RIGHTS	3
ARTICLE 3 - RECOGNITION	4
ARTICLE 4 - DEFINITIONS	5
ARTICLE 5 - REPRESENTATION	5
ARTICLE 6 - GRIEVANCE PROCEDURE	7
ARTICLE 7 - ARBITRATION	8
ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	10
ARTICLE 9 - SENIORITY	11
ARTICLE 10 - JOB POSTINGS	14
ARTICLE 11 - LAYOFFS AND RECALLS.....	16
ARTICLE 12 - HOURS OF WORK	17
ARTICLE 13 – OVERTIME AND PREMIUM PAYMENTS	19
ARTICLE 14 – HOLIDAYS (FULLTIME ONLY, EXCEPT 14.09).....	20
ARTICLE 15 - VACATIONS.....	22
ARTICLE 16 - SICK LEAVE.....	24
ARTICLE 17 – LEAVE OF ABSENCE.....	25
ARTICLE 18 - WAGES	31
ARTICLE 19 - BENEFITS.....	32
ARTICLE 20 – PERCENTAGE IN LIEU.....	36
ARTICLE 21 - GENERAL	37
ARTICLE 22 - CHANGES IN AGREEMENT	38
ARTICLE 23 - TERM.....	38
SCHEDULE "A" - WAGES.....	39
LETTER OF UNDERSTANDING #1	40
RE: Extended Tours for Hospice Employees.....	40
LETTER OF UNDERSTANDING #2	42
RE: Preceptor Premium:	42
LETTER OF UNDERSTANDING #3	43
RE: Recognition for International Nursing Experience.....	43

ARTICLE 1 - PURPOSE

- 1.1 The purpose of this agreement is to establish an orderly relationship between the Employer and its employees and to provide processes for the prompt disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees in the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:

- a) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the nursing home.
- b) To maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the Local Union.
- c) To hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed their probationary period, has been discharged or disciplined without just cause, may be subject of grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer and must be supported on a rational basis;
- d) To have the right to plan, direct, and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

2.2 Contracting Out

The Employer shall not contract out any work normally performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

ARTICLE 3 - RECOGNITION

3.1 Scope of the Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4599 as the exclusive bargaining agent for all registered nurses and registered practical nurses employed in a nursing capacity, employed by the Kensington Health Centre in the City of Toronto, save and except supervisor and persons above the rank of supervisor.

3.2 No Discrimination

- a) The Employer and the Union agree that there shall be no discrimination or harassment contrary to the **Ontario Human Rights Code** of any employee by the Employer or the Union by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, marital status, or family status.
- b) The Employer and the Union agree to abide by the **Ontario Human Rights Code**.
- c) The parties further agree that neither the Employer or the Union will discriminate, intimidate, interfere, restrict or coerce an employee because of the employee's membership or non-membership in the Union or because of the employee's activity or lack of activity in the Union. The Union further agrees that membership solicitation and other Union activity will not take place during working hours or on the premises of the Employer except as provided for in this Agreement.

3.3 Union Check-off

- a) Except as provided for in Section 52 of the **Labour Relations Act**, union dues deductions shall be made following completion of thirty (30) days of employment from the payroll bi-weekly and shall be forwarded to the National Secretary Treasurer of the Union not later than the 15th day of the month following accompanied by two (2) lists of all the names of all employees from whose wages deductions have been made.
- b) New Employees
 - i) 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 dues Check-Off.
 - ii) 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, within the employee's first thirty (30) days of employment, for the purpose of advising such employee of the existence of the Union and of their 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. Where there are more than one (1) employee hired in the same time frame, the Employer may arrange for a group interview.
- c) Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

- 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 deductions and remittances.

3.4 The parties agree that residents have a right to live in an environment that is free from abuse. The Union and the Employer further agree to cooperate to promote an abuse free environment for all residents and employees.

ARTICLE 4 - DEFINITIONS

4.1 A full-time employee is defined as an employee who is regularly scheduled to work more than forty-eight (48) hours per two (2) week pay period, exclusive of unpaid meal periods.

A part-time employee is defined as an employee who is regularly scheduled to work forty-eight (48) hours or less per two (2) week pay period, exclusive of unpaid meal periods.

A casual employee is an employee who is provided with hours of work on an "as needs" basis, or for a specific term not to exceed twelve (12) months. If a casual employee refuses an offer for work on three (3) consecutive occasions, their name will be removed from the employment rolls. The Employer will outline to employees hired to this status, the circumstances giving rise to the vacancy and the special conditions relating to such employment and provide written notice of the "specific term" arrangements.

4.2 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 5 - REPRESENTATION

5.1 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, committee members, and stewards. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

No employee shall be required or permitted by the Employer to make a written or verbal agreement which may conflict with the terms of this collective agreement.

5.2 Bargaining Committee

A Union bargaining committee shall be constituted of two (2) employees elected or appointed from amongst employees in the bargaining unit (along with a National Representative of the Union). The Union will advise the Employer in writing of the names of the members of the union bargaining committee. Employees on the bargaining committee will receive their regular pay for all regularly scheduled working hours lost due to attendance at negotiations with representatives of the Employer up to

and including conciliation but excluding any mediation or arbitration proceedings.

5.3 Labour/Management Relations Committee

The parties hereby agree to appoint a joint Labour/Management Committee of three (3) employees appointed by the Union and three (3) members appointed by the Employer who shall meet to discuss and if possible, provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation, or grievance committee, or role of departmental meetings. The Committee shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator seven (7) calendar days previous to each meeting to be placed on the agenda except when agreed otherwise. By mutual agreement of the parties, the number of representatives on the Labour/Management Committee may be increased. In addition to the three (3) Union and three (3) Employer appointees, a representative of the Canadian Union of Public Employees and a corporate representative of the Administrator may attend any meeting.

5.4 Occupational Health and Safety Committee

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home in order to prevent injury and illness.
- b) A joint Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units, and of employees who are not represented by unions, and who do not exercise managerial functions, who shall identify potential dangers, recommend means of improving the health and safety programs and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere. One member of this bargaining unit shall be designated by the Union to sit on the Committee. The Committee shall normally meet at least once every two (2) months. Time spent in meetings is to be considered time worked and will be paid at regular or premium rates as may be proper. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- c) The Union and the Employer will co-operate to the fullest possible extent towards the prevention of accidents and the promotion of safety and health of the employees and residents.
- d) The parties agree to respect the provisions of the **Occupational Health and Safety Act of Ontario** as applicable.
- e) The Employer agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its obligations.
- f) The Union agrees to endeavour to obtain the full cooperation of its membership in the observance of all safety rules and practices.

5.5 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises, and such permission shall not be unreasonably denied.

5.6 No strikes or Lockouts

During the term of this Agreement, the Employer agrees that it will not lockout employees and the Union agrees that there will be no strike at the Kensington Health Centre.

The term "Strike" and "Lockout" shall be defined in accordance with the definitions set out in the ***Labour Relations Act*** of the Province of Ontario.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Recognition of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the union to appoint or elect up to three (3) stewards, one (1) of whom shall be the chief steward, whose duties shall be to assist any employee whom the steward represents, in presenting their grievance in accordance with the grievance procedure.

6.2 Names of Stewards

The Union shall notify the Employer in writing of the names of each Steward and the Chief Steward, before the Employer shall be required to recognize them.

6.3 Permission to Leave Work

The Union understands that each Steward is employed to perform their regular work duties for the Employer and that so far as possible all activities of the Stewards shall be carried on outside of their regular working hours, unless mutually agreed. No steward shall leave their work without obtaining the permission of their supervisor or designate. The Employer shall notify the steward within one (1) hour of the request as to when they may leave their place of work. The steward shall state their destination to their supervisor and shall report to the supervisor at the time of their return to work. The Employer reserves the right to limit the steward's absence from their work if the time taken is considered excessive or if the steward does not perform their duties under this Agreement in a prompt manner. In return, the Employer will pay stewards for any regular hours of work missed in direct dealings with the Employer, but not for arbitration.

6.4 Definition of Grievance

For the purposes of this agreement, a grievance is defined as a difference that arises between the parties hereto or between the employees and the Employer relative to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitrable, and an allegation is made that this Agreement has been violated. All complaints and grievances shall be taken up in the following manner:

6.5 Step 1

The employee concerned, who may be accompanied by a steward if they so desire, shall, within ten (10) calendar days of the alleged grievance, take the matter up directly with their Supervisor, who shall give their oral answer to such employee within five (5) calendar days.

Step 2

Should the employee feel that their grievance has not been settled satisfactorily, the grievor shall present the written grievance to the Administrator or designate within five (5) calendar days of the date that the answer was received at Step 1. The employee shall be accompanied by a steward. A grievance must contain a short statement of the complaint or grievance, and a brief statement of the relief sought. Then a Committee comprised of the grievor, and the steward and President shall meet with the Administrator or designate to discuss the matter within ten (10) calendar days after the written presentation has been given to the Administrator. The Administrator or designate shall answer in writing no later than ten (10) calendar days after this meeting. At least twenty-four (24) hours prior notice of such meeting shall be given to all concerned. It is further understood that a representative of the Canadian Union of Public Employees may be present at the meeting and that the Administrator or designate may have such counsel and assistance as they may desire at such meeting.

6.6 Policy Grievance

The Employer or the Union shall have the right to lodge a Policy Grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure within ten (10) calendar days following the circumstances giving rise to the grievance relating to the general interpretation, application or alleged violation of this Agreement. In the case of an Employer policy grievance, the Employer would forward the written grievance to the National Representative of CUPE.

6.7 In the circumstances where the subject matter is safety or discrimination, the grievance process will start at step 2.

6.8 Group Grievance

When a group of employees have identical grievances as set out in (6.04) above, they may present a group grievance identifying each employee who is grieving within ten (10) calendar days of the alleged grievance. The grievance shall then be treated as being initiated at Step No. 2.

6.9 If arbitration of any grievance is to be invoked, the request shall be made by either party within ten (10) calendar days after the date of the reply at Step 2.

6.10 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.

ARTICLE 7 - ARBITRATION

7.1 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party of the grievance and shall contain the name of the party's nominee to the Board of Arbitration.

The other party to the Agreement shall within ten (10) calendar days thereafter nominate its member to the Board of Arbitration and the two (2) so nominated shall endeavour within ten (10) calendar days after their appointment to agree upon a third person to act as Chairperson of the Board of Arbitration.

If the nominees are unable to agree upon a third person within ten (10) calendar days after their appointment, then a third person shall be appointed by the Office of Arbitration to act as Chairperson of the Arbitration Board.

7.2 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 Chairperson, and any cost of the place of hearing of such arbitration, if and when the necessity arises. 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 and the other provisions referring to arbitration board shall appropriately apply.

7.3 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give to any decision inconsistent with it; nor shall any practices or customs become binding unless reduced to writing by the Union and the Employer.

7.4 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 Chairperson will govern. The decision will be final and binding upon the parties hereto and the Employer or employees concerned.

7.5 Time Limits

No matter may be submitted to arbitration which has not been properly carried through the proper steps of the grievance procedure. The time limits in the grievance and the arbitration procedures may be extended only through the written mutual agreement of the parties. The arbitrator will have the power set out in the Labour Relations Act to consider a grievance when the time limits have been breached.

7.6 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate to settle the grievance, except where agreed by the parties.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.1 Right to have Steward Present

- a) At the time that discipline is imposed, an employee shall have the right, if they so request, to the presence of a Union steward, or if a steward is not available, to the presence of a Union representative. If neither a Union steward, nor a Union representative is available, the employee shall have the right, if they so request, to the presence of another employee of the employee's choice who is readily available. The Employer shall inform the employee of this right to representation.

b) Warnings

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall forward a copy of such censure to the Local Secretary of the Union, with a copy to the employee involved at the time such censure or warning is given.

8.2 Discharge Grievance

- a) Where an employee who has completed their probationary period is discharged from employment and the employee alleges that they were discharged without just cause the case may be taken up as a grievance.

All such cases shall be taken up within five (5) calendar days and disposed of within ten (10) calendar days (or such longer period as may be mutually agreed upon) of the date the employee is notified of their discharge, except where a case is taken to arbitration. Such a claim by an employee who has completed their probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within five (5) calendar days after the employee is notified of their discharge or within five (5) calendar days after the employee ceased to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step No. 2 may be omitted in such cases.

- b) Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

8.3 Access to Personal File

Twice per calendar year (or more frequently if a specific reason for the request is given) an employee may, with reasonable notice to the Employer, request to view at a time mutually agreed any evaluations or formal disciplinary notations contained within their personnel files and shall have the right to make a copy and/or, respond in writing to any such document contained therein. Such reply shall become part of the permanent record. The employee shall have the right to have a steward present and viewing of the personnel file shall be in the presence of the Administrator or designate. It is understood and agreed that an employee is not entitled to see job references.

8.4 Clearing the File

The disciplinary record of an employee shall be removed from their file and shall not be used against them at any time after eighteen (18) months following the imposition of a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. The parties mutually agree that all disciplinary action in regard to resident abuse will remain on file permanently.

8.5 Grievance Mediation

- a) The parties may agree that there are circumstances, which the services of a grievance Mediator may allow for an objective independent review of the issue(s) in dispute and assist the parties in resolving grievances. By mutual agreement, the parties may extend the time limits for the grievance and utilize the services of a Mediator.
- b) The parties shall agree on a Mediator and the cost of the Mediator will be shared between the parties.
- c) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no formal record of the proceedings shall be made, and legal counsel shall not be used by either party.
- d) In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as Mediator may serve as Arbitrator, unless otherwise agreed.
- e) Any mutual agreed settlement shall be binding on both parties.

ARTICLE 9 - SENIORITY

9.1 Definitions of Seniority and Service

Seniority for the purposes of this agreement shall operate on a bargaining unit basis and shall include service with the Employer prior to the certification or recognition of the Union.

Seniority for full-time employees is defined as the length of service with the Employer since the last date of hire. Seniority for part-time employees shall accumulate on the basis of hours, except as expressly provided otherwise in this agreement. It is recognized that 1900 hours paid is equivalent to one year of seniority. Notwithstanding, a part-time employee cannot accrue more than one (1) years seniority in a twelve (12) month period.

Seniority, as referred to in this agreement, shall be observed on a unit-wide-basis and shall be used as a factor in determining preference or priority for transfer, promotion, layoff and recall subject to the express provisions of the collective agreement.

A part-time employee whose status is altered to full-time will be given credit for seniority on the basis of nineteen hundred (1900) paid hours being equivalent to one (1) year of full-time seniority and service and vice-versa. In addition, an employee whose status is so altered will be given credit for hours accumulated since the date of last advancement proportionate to a full year.

9.2 Seniority List

The Employer shall maintain a seniority list for the bargaining unit. An up-to-date seniority list shall be sent to the President of the Union and posted on the main bulletin board by January 1st and July 1st each year. In the event of a tie, the Union President will randomly select among "tied" employees from a hat.

Where seniority is noted in the collective agreement, the posted list will be referenced, except where seniority is noted in context of the job posting or layoff provisions, in which case the seniority as at the specific date (based on the last payroll) will be referenced.

9.3 Probationary Employees

Newly hired employees into the bargaining unit must complete a probationary period of six hundred (600) hours worked.

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

9.4 Loss of Seniority

An employee shall lose their seniority and shall be deemed terminated in the event they:

1. Voluntarily resign or retire from the employ of the Employer;
2. Are discharged for just cause and the discharge is not reversed through the Grievance Procedure;
3. Are absent for three (3) consecutive scheduled shifts without permission from the Employer;
4. Fail upon being notified of a recall to signify their intention to return within five (5) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fail to report for work within ten (10) calendar days after they have received the notice of recall unless unable to do so by reason of sickness or incapacity or such further period of time as may be agreed upon by the parties;
5. Utilize a leave of absence for purposes other than those for which the leave may have been granted;
6. Fail to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
7. Are laid off for a period of more than twenty-four (24) months.
8. Engage in gainful employment during a leave of absence.

9.5 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be defined as per Article 9.01 subject to the following conditions:

- a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved absence paid by

the Employer, both seniority and service will accrue.

- b) During an absence not paid by the Employer exceeding 30 continuous calendar days other than an absence under the pregnancy and parental provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective Agreement elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro - rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence.
- c) It is further understood that during such leave of absence not paid by the Employer, 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 a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits.
- d) Benefits/WSIB, Paid Leave

The Employer shall continue to pay its share of premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to eighteen (18) months following the date of the injury. It is further understood that in the case of sick leave, the Employer will continue to pay its share of premiums for the month in which the leave commences and the following month.

9.6 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of 6 months. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Notwithstanding the above, when an employee from the Service bargaining unit is the successful candidate to a job posting in the Registered Staff bargaining unit, they shall carry their seniority for competitive purposes and their service for vacation credits with them. They shall be placed at the start rate of the new grid and their service for purposes of wage progression shall be earned from the commencement of their work in that bargaining unit.

ARTICLE 10 - JOB POSTINGS

- 10.1 Where a permanent vacancy occurs, or a new position is created in the bargaining unit which the Employer requires to be filled or a temporary vacancy of more than six weeks is anticipated or expected which the Employer requires to be filled, the Employer will post notice of such permanent vacancy, new position or temporary vacancy on the union designated bulletin boards for seven (7) calendar days in order that any interested Employee may apply. Subsequent vacancies created as a result of the operation of this provision need only be posted for three (3) calendar days, but not counting/including statutory holidays.
- 10.2 The Union President shall be notified of all promotions, demotions, hiring, layoff, recalls, resignations, retirements, deaths or other terminations of employment.
- 10.3 Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union.
- 10.4 The name of the successful applicant for a permanent vacancy, new position or posted temporary vacancy shall be posted on the union designated bulletin boards.
- 10.5 Postings shall contain the following information: classification, qualifications, rate of pay and RHA concerned. Notwithstanding that the job posting includes RHA, it is understood and agreed that the Employer may transfer an employee to the same classification in another RHA on the basis of Resident Care concerns or employee conflict. Such transfer will not be arbitrarily made and will follow agreement with the union, which shall not be unreasonably denied. Employees will only be considered for a job posting if the new job represents a change to wages, location or hours or shift of work.
- 10.6 In cases where two or more employees apply, the Employer shall consider the qualifications, experience, skill, ability, seniority within the classification. In cases where two or more candidates are relatively equal the Employer shall award the job to the most senior applicant.
- If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.
- 10.7 A vacancy which is reasonably expected to last more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee in a temporary position over six (6) weeks may apply for another temporary position if the new position represents an increase in scheduled hours. It is understood that if such an employee is awarded the new temporary position, they will forfeit their former temporary position. It is further understood that a full-time employee may not apply or be considered as an applicant for a temporary part-time or a temporary full-time vacancy, unless such vacancy is known to extend for nine (9) months or longer.

10.8 The Employer shall have the right to fill any permanent vacancy, new position, or temporary vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the successful applicant selected to fill the new vacancy, new position or temporary vacancy to be assigned to do the job.

10.9 No outside advertising shall be made until employees have had an opportunity to apply as provided in 10.01. However, if no applications from qualified employees are received by the end of the seventh calendar day of posting, the Employer may start proceedings to secure applications from outside the bargaining unit.

10.10 The successful applicant to a job posting will be placed on a trial for a period of one hundred and fifty (150) working hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of one hundred and fifty (150) working hours. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to return to their former position, they shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

Employees applying for positions must commit to a trial period of not less than two (2) weeks.

10.11 Postings While on Vacation

When an employee will be absent on vacation, the employee may advise the Human Resources manager, in writing, and no more than seven days prior the beginning the vacation, that they wish to be considered for any potential job posting pursuant to 10.01 which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

10.12 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. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate. If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within 15 days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 11 - LAYOFFS AND RECALLS

11.1 Definition

A layoff shall be defined as a reduction in the work force or a reduction in an employee's regular hours of work in excess of four (4) per week.

11.2 Layoff Notice

a) In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.

b) In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the **Employment Standards Act**. However, the **Employment Standards Act** will be deemed to be amended to provide notice to the affected employee as follows:

If their service is greater than:

9 years 9 weeks' notice

10 years 10 weeks' notice

11 years 11 weeks' notice

12 years 12 weeks' notice

c) In the event of a proposed layoff of a permanent or long-term nature, The Employer will meet with the Union through the Labour/Management committee to review the reasons and expected duration of the layoff, any possible alternatives to layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

11.3 Lay-off Procedure

In the event of a lay-off, the employer shall lay-off employees in reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

a) An employee who is subject to lay-off shall have the right to either:

i) Accept the lay-off; or

- ii) Displace an employee with less seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid-off.

The decision of the employee to choose i) or ii) above shall be given in writing to the Administrator within one calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

11.4 Recall Rights

- 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, as required by law, to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the sole responsibility of the employee who has been laid off to notify the employer of their intention to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date, time and location at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

(Note: For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee, the part-time employee is accepting the full-time position. If a full-time employee bumps a part-time employee, the full-time employee is accepting the part-time position only.)

11.5 Grievance on Layoff and Recalls

Grievances concerning layoffs shall be initiated at step 2 of the Grievance Procedure.

ARTICLE 12 - HOURS OF WORK

- 12.1 Nothing in this provision or in this collective agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or of the days of work per week.

- 12.2 All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in respect of a seven-and-one-half (7½) hour shift both in the first half and second half of that shift.
- 12.3 At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.
- 12.4 The normal paid hours of work for a regular full-time employee shall normally be seventy-five (75) hours per two (2) week period averaged over the duty roster schedule.
- A regular full-time employee shall normally work eight (8) hours per day inclusive of a thirty (30) minute un-paid lunch period.
- A regular part-time employee's hours of work shall be as assigned, however, a full-time or part-time employee who completes five (5) hours of work shall be entitled to a thirty (30) minute un-paid lunch period.
- 12.5 The parties agree that it is necessary to provide the facility with twenty-four (24) hours continuous service during the seven (7) days in each week and those hours of work, shifts, and schedules need to be arranged to provide that coverage. Changes to schedules, after they are posted, will not occur without reasonable prior notification to the employees affected. The hours of each employee shall be posted in an appropriate place at least two (2) weeks in advance.
- 12.6 The following outlines scheduling of hours of regular full-time employees in the bargaining unit and where practicable the Employer shall endeavour to arrange shift schedules so that a regular full-time employee:
- a) Is not scheduled to work more than six (6) consecutive days;
 - b) Has alternate weekends off
- 12.7 In the event employees of their own accord, for their own convenience exchange scheduled shifts with one another, the Employer requires signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts. The Employer's approval of such exchanges will not be unreasonably withheld.
- 12.8 The Employer agrees that there shall be no split shifts.
- 12.9 When the employer requires training outside of working hours it will compensate employees.

ARTICLE 13 – OVERTIME AND PREMIUM PAYMENTS

- 13.1 The regular straight time hourly rate of pay is that hourly rate prescribed in the wage schedule of the collective agreement.
- 13.2 Overtime for employees shall be paid for all hours worked in excess of seven and a half (7.5) hours in a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1.5) times the employee's regular straight time hourly rate of pay.
All overtime must be authorized by the Employer.
- 13.3 A work week commences on Saturday and ends on Friday.
- 13.4 An employee who reports to work as scheduled or is called in to work on their assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of four (4) hours pay at their regular straight time hourly rate. The Employer may instead elect to assign the employee to any other work which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the Employer or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice after absence.
- 13.5 Overtime premium shall not be duplicated nor pyramided, nor shall other premiums be duplicated or pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid. There shall be no pyramiding of overtime pay, holiday pay and sick leave pay.

Notwithstanding the above. Anyone assigned overtime hours on a statutory holiday shall receive double time for the overtime hours worked.

- 13.6 **Call-In**
- a) Call-in shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.
 - b) Except in circumstance where there is insufficient time to call employees, where part-time employees are available to work at straight time, they will be called prior to contracting work to agency personnel.
- 13.7 **Sharing of Overtime**
- Should the employer decide that overtime is required, it will first be offered to the employees that work in the RHA by seniority within the classification, and then offered in order of seniority, within the classification to employees outside the RHA, who are available and qualified to perform the work that is required. It is understood and agreed that if the employer receives late notice (less than that outlined in 16.08), of an absence and does not have time to replace the shift appropriately, the employer may offer the overtime shift to employees on site who are willing and qualified to do the work.

13.8 Weekend Premium

An employee shall be paid a weekend premium of forty cents (\$0.40) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday. Effective June 1, 2025

13.9 Responsibility Pay

The employer shall, when no supervisor is on duty, designate one employee to be in charge. The employer shall ensure that the assigned employee has been provided with orientation on being in charge. Where possible employees will be notified in advance of being required to be in charge. It is an expectation that all Registered Nurses will be given an opportunity to perform this role. An employee shall receive one dollar (\$1.00) per hour for whenever required to be in charge, in addition to their regular rate of pay.

An employee who is designated to relieve the Director of Nursing shall be paid ten dollars (\$10) for each shift so worked, in addition to their regular rate of pay.

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

13.11 Shift Premium

The Employer agrees to pay a shift premium of ten cents (\$0.10) per hour to employees for each hour worked between the hours of 3:00 p.m. and 7:00 a.m.

13.12 Preceptors LOA to continue current practice during the term of the agreement

ARTICLE 14 – HOLIDAYS (FULLTIME ONLY, EXCEPT 14.09)

14.1 List of Holidays

The employer recognizes the following as paid holidays:

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

A full-time employee with one year or more of service shall be entitled to two holidays starting in each calendar year following the 1st anniversary date of employment. The two days shall be:

- Personal Day
- The employee's birthday

14.2 Holidays Falling on Weekend

The above-named holidays will be celebrated on the day on which they fall except where any Federal, Provincial or Municipal proclamation or legislation provides otherwise.

14.3 Holidays on Day Off

When any of the above-noted holidays falls on an employee's scheduled day off, the employee shall receive holiday pay provided that the employee qualifies in accordance with Article 14.04.

14.4 Holiday Pay Qualifications and Pay for Time Not Worked

The provisions of the **Employment Standards Act** shall apply.

An employee has no entitlement to holiday pay if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the holiday or all of their first regularly scheduled day of work after the holiday.

14.5 Payment for Work on a Holiday

An employee who is required to work on any of the above-named holidays will be paid at the rate of one and one-half (1.5) times the employee's regular straight time hourly rate of pay for all hours worked on the holiday and at the employee's written request, the employee shall receive another day off with pay in accordance with **Employment Standards Act**, in lieu of holiday pay, at a time mutually agreed between the employee and the Employer. If the employee does not request the lieu day or the lieu day is not taken within ninety (90) days, the employee shall be paid their entitled holiday pay. If sufficient replacement staff are available as per the submitted "Availability List" and provided the request is made prior to the posting of the schedule, the Employer will not unreasonably deny a request of an employee to take their lieu day on weekends if such request falls within the quota of maximum staff off at any one time (including vacation and other leaves of absence).

14.6 An employee who is scheduled to work on any of the above-named holidays and who does not report to work forfeits holiday pay, unless the absence is due to illness or accident verified by a medical doctor's certificate.

14.7 Where an employee is not entitled to holiday pay by virtue of Article 14.04 but is required to work on that day, the employee will receive pay at the rate of time and one-half (1.5) the employee's regular hourly rate for every hour worked on that day.

14.8 Definition of Holiday

For the purpose of clarity, a holiday is defined as the period beginning with the shift commencing after 2400 on the evening preceding the holiday and ending at 2400 on the holiday.

14.9 Except in the case of an emergency, full-time and part-time employees who work on Christmas Day will not be required to work on New Years Day. The Employer will provide at least 2 and endeavor to provide 3 consecutive days off at either Christmas or New Years. Scheduling objectives may be waived between December 15th and

January 15th in order that this may be accomplished.

ARTICLE 15 - VACATIONS

15.1 The period from January 1st to December 31st of the previous year will be the basis for determining service for vacation purposes. A regular full-time employee's vacation entitlement, as outlined in the schedule below, is based on a complete year of service as of December 31st

- a) Full-time employees who have completed less than one (1) year of service as of December 31st shall be entitled to one (1) day of vacation with pay per completed month of service since date of hire to a maximum of ten (10) days.
- b) Full-time employees who have completed one (1) year of service but less than three (3) years of service as of December 31st shall be entitled to three (3) weeks vacation with pay for the following vacation year.
- c) Full-time employees who have completed three (3) years of service but less than eight (8) years of service as of December 31st shall be entitled to three (3) weeks of vacation with pay for the following vacation year.
- d) Full-time employees who have completed eight (8) years of service but less than fifteen (15) years of service as of December 31st shall be entitled to four (4) weeks vacation with pay for the following vacation year.
- e) Full-time employees who have completed more than fifteen (15) years of service as of December 31st shall be entitled to five (5) weeks vacation with pay for the following vacation year.
- f) Full-time employees who have completed more than twenty-three (23) years of service as of December 31st shall be entitled to six (6) weeks vacation with pay for the following vacation year.
- g) Full-time employees who have completed more than twenty-eight (28) years of service as of December 31st shall be entitled to seven (7) weeks vacation with pay for the following vacation year.

Part-Time and Casual Employees Vacation Pay and Entitlement

Note: current employees would move up vacation grid accordingly upon ratification of collective agreement to reflect their part time / casual hours.

It is understood and agreed that for purposes of progression on the vacation schedule and vacation pay, the above referenced vacation schedule will apply to part-time employees with the following exception:

- a) 1900 hours paid equals 1 year of service;
- b) Vacation pay will be based on the formula that 1 week vacation equals 2% of wages; and
- c) Part-time vacation pay will be added to each pay cheque and vacation leave will be without pay.
- d) For the purpose of vacation entitlement service for employees who transfer from part-time to full-time or vice versa, shall mean the combined service as a part-time and full-time employee employed by the Home and accumulated on a

continuous basis.

- e) Part-time and casual employees shall receive vacation entitlement on the basis of nineteen hundred (1900) hours paid equals one year of service.
- 15.2 Summer vacation is defined as the months of the last two (2) weeks of June, July, August and the first two (2) weeks of September.

Vacation awards shall be in order of seniority subject to the service requirements in each department and shall not be unreasonably denied.

The Employer shall provide a form for vacation request that will allow to provide a 1st and 2nd choice for dates selection. If not submitted by email, the Employer shall confirm reception by giving back a copy of the form submitted by the employee dated and signed by the Employer for the employee's record.

The Employer shall post a form between January 31st and April 1st for the selection and employees will have to submit their request before the end of April 1st. An employee submitting a request after April 1st cannot utilize their seniority to displace an employee who submitted a timely request and will be awarded as first come basis.

It is understood that Full Time employees will have first opportunity for vacation.

A vacation week starts on a Saturday.

The Employer shall post the vacation awards no later than May 1st.

- 15.3 Christmas/New Year vacation is defined as the last two (2) full weeks of December ending between December 27th to 29th and the 1st two (2) full weeks of January beginning no earlier than December 28th.

The Employer shall post a form between August 1st and September 30th for the selection and employees will have to submit their request before the end of September 30th. An employee submitting a request after September 30th cannot utilize their seniority to displace an employee who submitted a timely request and will be awarded as first come basis.

Notwithstanding the preamble, the Christmas/New Year vacations shall be awarded by seniority under a three (3) year rotation; Meaning that seniority would be the first consideration for all employees who have not taken a two (2) week vacation during the Christmas/New Year in the last three (3) years. Employees who have will be considered after those who haven't.

The Employer shall post the vacation awards no later than October 15th.

- 15.4 An employee shall receive an unbroken period of vacation (i.e. at a minimum of one (1) week blocks) unless mutually agreed upon between the employee and the Employer.
- 15.5 Vacation entitlement may not be carried over from year to year. Vacation entitlement which is not taken during the year shall be paid out in full by December 31st each year.

Full-time employees are required to take their vacation entitlement each year. A carryover of vacation may be allowed for unforeseen circumstances, if approved by the employer.

- 15.6 If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon between the employee and Employer and the employee will receive holiday pay in accordance with Article 14.
- 15.7 During the prime summer vacation period of June 15th to September 15th, employees will not be granted more than two (2) weeks of vacation. An employee may be allowed to request 3 weeks vacation if such employee is vacationing outside of the country and other employee's vacation are not adversely affected.
- 15.7 An employee terminating employment at any time in the vacation year prior to using their vacation shall be entitled to a prorated payment of wages in lieu of such vacation.

ARTICLE 16 - SICK LEAVE

16.1 Sick Leave Defined

Sick leave means the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled. Employees absent from work because of an absent for which compensation is not payable under **Workplace Safety and Insurance Act**, shall be covered by these sick leave provisions.

16.2 Accumulation of Sick Leave Credits

Full-time employees who have completed the probationary period shall be credited with 4.5 days (33.75 hours) of sick leave credits and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of sixty (60 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to legitimate illness.

16.3 Deductions from Sick Leave

A deduction shall be made from an employee's accumulated sick leave bank when an employee has sick leave credits and is at risk of lost wages from scheduled work because of absence due to sick leave. If an employee is absent for part of a workday on account of illness, then a deduction of the actual scheduled hours lost shall be made from the employee's cumulative sick leave bank.

16.4 Proof of Illness

The Employer may request proof of disabling accident or sickness:

- (i) For any absence in excess of two (2) days;
- (ii) For the fourth (4th) and succeeding illness in the sick leave year. The Employer shall exercise discretion in making such requests.
- (iii) The Employee will be reimbursed for the cost of obtaining any medical documentation that is requested by the Employer.

16.5 Sick Leave Records

The Employer will notify the employees of their accumulation of sick leave on request.

16.6 Sickness Before Vacation

It is understood that the Employer will attempt to reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation, if requested by the employee.

16.7 Sickness During Vacation

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

16.8 Notification of Sickness in advance

An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1½) hours prior to the commencement of the shift. Failure to give such notice may result in loss of sick leave benefits for that day of absence, it being understood that this rule will not be applied in extenuating circumstances.

ARTICLE 17 – LEAVE OF ABSENCE

17.1 Bereavement Leave

- a) Upon the death of an employee's spouse (including common-law spouse), child, or step-child, mother, father, mother-in-law, father-in-law an employee shall be granted leave up to a maximum of four (4) consecutive working days without loss of pay, benefits and seniority for any scheduled hours ending with the day after the funeral.
- b) Upon the death of an employee's brother, sister, sister-in-law, brother-in-law, common law spouse as defined in the **Family Law Act**, legal guardian, grandparent, grandchild, son-in-law or daughter-in-law, an employee shall be granted leave up to a maximum of three (3) consecutive working days without loss of pay, benefits and seniority for any scheduled hours, ending with the day after the funeral.
- c) All time off granted for bereavement under Article 17.01 (a) must be taken at the time of the occurrence of death.
- d) Additional unpaid leave not to exceed five (5) days may be granted.
- e) Upon the death of an employee's aunt, uncle, niece or nephew, a leave of absence of one (1) regularly scheduled working day without loss of pay, benefits and seniority, shall be granted upon request to attend the funeral.

17.2 Personal Leaves of Absence

The Administrator may grant a request for leave of absence for extenuating personal reasons provided that they receive at least one (1) month's clear notice in writing, unless impossible, and further provided that such leave may be arranged without undue inconvenience to the normal operations of the facility.

To qualify for a leave of absence under this provision, the employee must have completed six (6) months of employment.

All accumulated paid holidays and vacation leave must be taken before a personal leave of absence will be granted. Employees will not be granted personal leave in order to receive extended vacation time or for the purpose of extra vacation time.

It is understood that personal leaves of absence will not be granted during the prime summer vacation periods of June 15th - September 15th.

Employees when applying for such leave shall indicate the proposed date of departure and return and the reason for the leave. Leave shall not be unreasonably withheld.

It is expressly understood that no benefit shall accrue to or be paid to an employee on personal leave.

17.3 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 17 weeks as provided in the **Employment Standards Act** and may begin no earlier than 17 weeks before the expected birth date.

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

- 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 two (2) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of their intention to do so.

Additional leave of absence may be taken under 17.03 j) Parental Leave.

- b) An employee who does not apply for leave of absence under Article 17.03 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17.03 a) i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- c) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, 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.

- d) 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 Article 17.03 c).
- e) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- f) 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.
- g) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the **Employment Standards Act** provided that the employee makes an election in writing at least two (2) weeks in advance of commencement of the leave to continue the employee's share of the benefit contributions.

It is understood that an employee who makes an election to continue their contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

Where an employee makes such election to continue their contribution towards the benefits, but then falls into arrears by one month's payment of their contribution, the benefit coverage will be discontinued, and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- h) An employee who is on pregnancy leave as provided under this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the

difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

- i) An employee who is on parenting leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance parental benefits pursuant to the **Employment Insurance Act** shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings (which for part-time employees shall include percentage-in-lieu) and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's initial confirmation of Employment Insurance payment (or more frequently where the payment changes) as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The employee will endeavour to provide initial confirmation of Employment Insurance payment (or more frequently where the payment changes) within two (2) weeks of receipt of the employee's EI benefit. The normal weekly hours for an employee working less than seventy-five (75) hours biweekly shall be calculated by using the same period used for calculation of the Employment Insurance benefit.

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

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

- j) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 17.03 i), the Parental Leave provisions of this agreement. The employee shall give the

Employer at least two (2) weeks' notice, in writing, that they intend to take parental leave.

k) Parental Leave

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- i) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- ii) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. 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.
- iii) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end their parental leave as set out in paragraph iii) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- iv) For the purposes of Parental Leave the provisions under 17.03 c), d), e), f), g) and i) shall also apply.

17.2 Jury Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or a subpoenaed witness in any Court in which the Crown is a party. The Employer shall pay such an employee the difference between their normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses provided that the employee notifies the Administrator immediately upon receipt by the employee of notification that they will be required to attend and further provided that the employee presents proof of service, and the amount of pay received.

Employees who have completed their court or coroner's inquest duty during the first half of their scheduled shift shall return to work.

17.3 Family Medical Leave and Family Caregiver Leave

The Employer will provide Family Medical Leave and Family Caregiver Leave in accordance with the **Employment Standards Act**.

17.4 Union Leave

Leave of absence without pay and without loss of seniority shall be granted to employees elected or appointed to represent the Union at union functions, provided that not more than four (4) employees (not more than one (1) from any one RHA on the same shift and not more than one (1) from the registered nurses bargaining unit

per building), shall be absent at any one time, the total of such leaves during any calendar year combined shall not be more than one-hundred (100) employee days for both bargaining units, and provided that the request for the leaves of absence is made in writing at least four (4) weeks prior to the leave of absence. If less than four (4) weeks' notice can be provided, such leaves may be granted based on availability of replacement staff at straight-time wages.

The Employer agrees to keep the salary and benefits whole for all employees on Union leave and will bill the Union for such salary, as well as EI, CPP, EHT and WSIB premiums, vacation pay, and pension contributions as applicable. It is understood that employees accrue seniority and service for all purposes while on these leaves.

17.5 WSIB Leave

- a) Where an employee is absent due to illness or injury which is compensable by WSIB, the following shall apply:
 - i) The Employer shall continue to pay its share of the premiums for the health and welfare benefits, if any, for a period of up to eighteen (18) months provided that the employee makes an election in writing at least two (2) weeks prior to the commencement of the leave to continue their contribution towards such benefits.

It is understood that an employee who makes such election to continue their contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

Where an employee makes such election to continue their contribution towards the benefits, but then falls into arrears by one month's payment of their contribution, the benefit coverage will be discontinued, and the Employer will cease to be under any obligation to continue its share of the benefit premiums.
 - ii) Subsequent to the period referred to in i) above, benefit coverage may be continued by the employee provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
 - iii) The employee will not be eligible for paid holidays, vacation pay or any other benefits of this Agreement, except as herein specified during any absence covered by WSIB.
 - iv) Provided that an employee returns to work within eighteen (18) months of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- b) In the case of an absence due to a compensable accident, the employee will be paid at their regular rate of pay for all scheduled hours on the day of the accident.
- c) The injured employee shall have a period of two (2) years from the injury within which they shall preserve the seniority which they had accrued up to the time of the accident and within which they shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the

physical capability to perform their normal job.

- d) If a full-time employee returns to work within eighteen (18) months following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- e) If an employee returns to work after eighteen (18) months following the commencement of the WSIB claim but prior to two (2) full years mentioned in c) above, they shall be returned to their former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 19.

17.8 Education Leave

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

ARTICLE 18 - WAGES

- 18.1 When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within seven (7) working days following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer as mutually agreed by the parties or awarded by a Board of Arbitration shall be retroactive to the date the new classification was filled.

- 18.2 Employees who change their status within the classification from full-time to part-time and vice-versa, will maintain their same level on the salary grid. In addition, an employee who is so transferred will receive full credit for service accumulated since date of last advancement.
- 18.3 When an employee is promoted to a higher rated job classification, they shall receive the next higher rate that is greater than 5% within the new classification above the rate they were receiving at the time of placement in the new job classification.
- 18.4 If an employee is transferred or bumped to a lower rated classification as a result of a layoff or reduction in staff, the employee will be placed on the level of the lower-rated job grid that corresponds with the same service level that the employee had on the higher-rated grid to which they were transferred or bumped. Service for purposes of placement and progression on the lower rated classification shall include service on

the job that they are transferred from.

Wage Re-Opener Language

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to all monetary proposals.

ARTICLE 19 - BENEFITS

19.1 The Employer agrees during the term of the Collective Agreement to contribute towards the premium coverage for eligible full-time employees who have completed three months of employment and who are not otherwise covered under the insurance plans set out in 19.02, subject to their respective terms and conditions including any enrolment requirements.

19.2 a) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible full-time employees in the active employ of the Employer under a Major Medical Plan providing for a \$1 per script deductible and a 90% co-insurance feature. If an employee is otherwise covered under this extended health care plan, the Employer shall not be obligated to contribute.

The Drug Plan will provide for a drug card for all eligible full-time employees to eliminate upfront drug costs (except for the deductible) and will be subject to a \$7.50 dispensing fee cap.

It is understood that covered expenses under the Drug Plan will not exceed the price of the lowest cost generic equivalent product unless the prescription contains a written direction from the physician that the prescribed drug is not to be substituted with another product. Furthermore, if there is no generic equivalent product for the prescribed drug or medicine, the amount covered is the cost of the prescribed product.

Enhanced generic substitution for drugs covered under the Plan will be based on the following:

- lowest cost interchangeable drug
- “Enhanced generic” – requires medical evidence for drugs where physician indicates “no substitution”
- Lowest priced drug in a therapeutic class

The Drug Plan will be subject to a \$2,000.00 maximum yearly cap per insured person.

b) Increase the Hearing Aide coverage effective June 1, 2025, as follows:

The Major Medical Plan will provide for a Hearing Aide benefit with a maximum of five-hundred dollars (\$500) every five years.

c) . Effective July 20, 2023, the Employer agrees to contribute 100% of the billed premium towards a Vision Care plan with coverage for eligible employees in the active employ of the Employer for a maximum of three hundred dollars (\$300.00) every two (2) consecutive calendar years, inclusive of an annual eye exam. If an employee is otherwise covered under this Vision Care Plan, the Employer shall

not be obligated to contribute.

Increase Vision by \$50 every 2 years effective June 1, 2025

- d) The Employer agrees to contribute 100% of the billed premium towards coverage of eligible full-time employees in the active employ of the Employer under a group life insurance plan to provide \$25,000.00 term life insurance.
- e) Effective June 1, 2025 increase the Major Medical Plan Paramedical Benefits by \$100 per Calendar year for
 - Chiropractor
 - Registered Massage Therapy
 - Physiotherapist
- f) The Employer agrees to contribute 100% of the billed premium towards coverage of existing eligible full-time employees grandfathered pursuant to the previous agreement and 75% of billed premiums towards coverage of other eligible full-time employees, who are in the active employ of the Hospital under a Dental Plan equivalent to Blue Cross #9 based on a one (1) year lag) provided that the participating employee pays the balance of the billed premiums through payroll deduction. The Dental Plan will be subject to a 90% co-insurance feature.

The Dental Plan will be subject to a \$1,500.00 maximum yearly cap per insured person. Furthermore, it is understood that the routine recalls covered under the Dental Plan will not exceed one recall for every nine (9) months.

Fluoride treatment coverage for adults is removed, and bitewing x-rays will be covered every 18 months for adults, and every 9 months for children.

If an employee is otherwise covered under this Dental Plan, the Employer shall not be obligated to contribute.

19.3 Employees may elect to enroll in the group insurance plans upon completion of any waiting period under the plans, subject to the respective terms and conditions of the plans.

19.4 Any employee who wishes to enroll in a plan more than 31 days after being initially eligible or an employee who has enrolled and subsequently withdrawn from a benefit plan(s) and wishes to re-enroll will be allowed to do so subject to carrier approval and subject to any terms and conditions established by the carrier. However, should late enrolment or re-enrolment be approved by the carrier, initial benefits which may be claimed are as follows:

- a) Life - when coverage approved.
- b) Dental - \$125.00 maximum benefit/covered person during first twelve months of coverage.
- c) Major Medical
 - i) Drugs - \$50.00 maximum benefit/covered person during first twelve (12) months of coverage.

ii) Hearing - no benefit during first six (6) months.

d) Vision - no benefit during first six (6) months.

These restrictions do not apply if the employee applies for benefits that were previously waived because the employee was covered under their spouse's plan and the employee applies for insurance within thirty-one days after the date benefits terminated under their spouse's plan.

19.5 It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay its portion of the premium costs, as stipulated herein.

19.6 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby is not decreased. The Employer will advise the union of any change in carrier or underwriter prior to implementing a change in carrier.

19.7 UIC Premium Reduction

The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

19.8 Benefits for Employee Working Beyond Age 65

Employees working beyond the age of 65 shall be covered by the Dental and Extended Health Care provisions of the collective agreement and the sick leave provision, to a maximum of two weeks. After age 70 employees shall not be provided with benefits but shall receive the % in lieu. Pension contributions will continue but shall be paid as part of their wages.

Effective May 31, 2024, increase pension contribution by 0.5% (4% employee and 4% employer) on last day of Collective Agreement.

19.9 NHRPP (Nursing Homes and Related Industries Pension Plan)

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

.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

(i) the straight time component of hours worked on a holiday;

(ii) holiday pay, for the hours not worked; and

(iii) vacation pay.

All other payments, premiums, allowances etc. are excluded.

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

- .02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to three-point five percent (3.5%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being three-point five percent (3.5%) of applicable wages.

Effective, May 31, 2024, increase pension contribution by 0.5% (4% employee and 4% employer) on last day of Collective Agreement.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- .03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the **Pension Benefits Act** as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan

shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

(i) To be Provided Once Only at Plan Commencement

Date of Hire

Date of Birth

Date of first Remittance

Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).

(ii) To be Provided with each Remittance

Name

Social Insurance Number

Monthly remittance

Pensionable Earnings

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

(iii) To be Provided Periodically

Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year.

Termination date when applicable

(iv) To be Provided Once, if they are Readily Available

Gender

Marital Status

.06 If there is an allegation of non-payment of pension contributions, the Union will file a grievance.

.07 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 22.11 will be paid to the employee.

ARTICLE 20 – PERCENTAGE IN LIEU

20.1 Provide for 8.5% of straight time wages in lieu of Insured Benefits (Article 19), Sick Leave (Article 16) and Holiday Pay (Article 14). Notwithstanding this provision, a part-

time employee who works on a holiday listed in Article 14.01 will be paid at 1½ times their regular straight time hourly rate for all hours so worked.

20.2 Employees who are regularly scheduled to work more than 48 hours bi-weekly shall have 100% of employer portion of insured benefits paid.

20.3 Vacation entitlement for employees who regularly work more than 48 hours bi-weekly but less than 75 bi-weekly shall be based on provisions for employees regularly working 75 hours.

Vacation pay for employees who regularly work less than 48 hours bi-weekly, exclusive of unpaid meal periods is as follows:

Vacation pay - percentage of earnings, as outlined in this agreement.

ARTICLE 21 - GENERAL

21.1 Bulletin Boards

Designated space on four (4) bulletin boards (staff lunchroom, hallway to staff lunchroom, men's and women's locker rooms) of the Employer will be made available for posting notices of meetings and such other appropriate notices. The Union agrees to provide the Administrator or their designated representative with a copy of all such notices prior to posting.

21.2 Printing of the Collective Agreement

It is mutually agreed between the Employer and the Union that the expense of printing the collective agreement shall be shared by both parties equally.

21.3 Current Addresses/Telephone Numbers

It is the responsibility of the employee to ensure that their home address and telephone number that are on file with the Employer are current at all times. If the employee fails to do this, the Employer will not be responsible for any failure to notify or contact the employee.

With the Union's undertaking that such private information will not be disclosed to others and recognizing that such information may be withheld and returned if it violates any privacy legislation, the Employer shall provide to the local Union a list of current bargaining unit employee's names, mailing addresses, phone numbers and email addresses if provided to the Employer, in July of each year with a copy to the National Representative.

21.4 Technological Change

Union concerns arising from technological change in the workplace may be discussed at Labour Management meetings.

21.5 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall be forwarded to the President of the Union or their designate.

ARTICLE 22 - CHANGES IN AGREEMENT

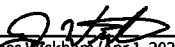
22.1 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 23 - TERM


23.1 This Agreement shall remain in effect until May 31, 2026 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. Such notification will be made within ninety (90) days prior to the termination of this Agreement, or in any year thereafter.

SIGNED at Toronto this first day of April, 2025

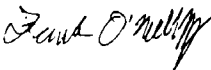
For the Employer



James Wickham (Apr 1, 2025 13:43 EDT)

Andrea Thompson



For the Union




Sherdean Smith (Apr 1, 2025 19:31 EDT)

Daniela Rusu
Daniela Rusu (Apr 1, 2025 12:16 EDT)

Jenny Zhou
Jenny Zhou (Apr 1, 2025 20:40 EDT)

SCHEDULE “A” - WAGES

RPN	2024		2025
	Service	.50¢+3.5%	.50¢+3.5%
	Start	\$30.50	\$32.09
	1 Year	\$31.26	\$32.87
	2 Year	\$32.01	\$33.65
RN	2024		2025
	Service		
	Start	\$31.67	\$32.22
	1 Year	\$33.04	\$33.61
	2 Year	\$34.11	\$34.71
	3 Year	\$35.94	\$36.56
	4 Year	\$37.38	\$38.04
	5 Year	\$39.18	\$39.86
	6 Year	\$40.89	\$41.61
	7 Year	\$44.37	\$45.15
	8 Year	\$47.95	\$48.78

It is understood and agreed that for purposes of progression on the wage grid for part-time employees, 1950 hours paid equals 1 year.

Placement on the grid at the time of hire into the position for Registered Nurses shall be based on recent (last 10 years) and related experience.

RETROACTIVITY

Increases to the salary schedule shall be retroactive to June 1, 2024. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer after June 1, 2024, they shall be entitled to the prorated amount of such payments.

The Employer will endeavour to provide all retroactivity within thirty (30) days of the Interest Arbitration Award and/or receiving written notice of ratification. All retroactivities 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.

LETTER OF UNDERSTANDING #1

between

**THE KENSINGTON HEALTH CENTRE
(The Employer)**

- and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4599
(The Union)**

- Registered Staff -

RE: Extended Tours for Hospice Employees

The Employer and the Union may agree to implement extended tours for Hospice Employees. The following will apply:

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 4/5 schedule refers to 4 days on and 5 off, on a rotating basis.

Hours of Work

- A) Where Hospice employees are now working a longer daily tour, the provisions set out in this Letter of Understanding governing the regular hours of work on a daily tour shall be adjusted accordingly.
- B) The normal daily extended tour shall be 11.50 consecutive hours in any 24-hour period, exclusive of a total of one unpaid 30 minute meal break, one paid 30 minute break and 2 paid 15 minute breaks.
- C) It is understood that due to exigencies of resident care, break times are fluid and can be joined together as needed with the agreement of management and the employee.
- D) Scheduling issues will be resolved at the local level, or through the grievance procedure outlined in Article 6 of the Collective Agreement.
- E) Payment for bereavement leave, statutory holidays, birthdays and personal days is based on 11.50 hours for extended tours.

- F) Payment for sick days is based on hours such that if an employee is sick, 11.50 hours will be withdrawn from their sick credits. Vacation days for full time employees is based on the equivalent to the 11.5 hour entitlement. Paid time off will not be greater than what is in the collective agreement. For example, a new employee is entitled to 3 weeks vacation, which equals 15 days.
7.5 hours x 15 days = 112.5 hours of vacation. 112.5 + 11.5 = 9.8 days of vacation.
- G) Weekend premiums will be based on the 11.5-hour entitlement.
- H) Overtime premium shall be paid for all employees on hours worked in excess of 11.5 hours in a 24-hour period. Overtime will not be paid for hours worked as part of the regular 4/5 schedule as a result of the averaging of hours.
- I) (i) For casual and part time staff, overtime premium shall be paid for all hours worked in excess of 75 hours bi-weekly averaged over a 4 week period. Casual and part time will receive overtime premium for all hours worked in excess of 11.5 hours in a 24-hour period.

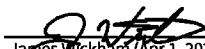
(ii) For full time employees, any extra shift that is taken in any given pay period will be overtime. No shifts will be rescheduled to prevent the payment of overtime except in the case of fulfilling article 12.07.
- J) 4 on/5 off (4/5)

Where the Union and the Employer agree to implement an extended tour arrangement in accordance with the above provisions, the parties can further agree to specific scheduling language related to a 4/5 schedule that will be negotiated locally by the Employer and the Union subject to the following principles:

- i) There shall be an initial trial period as negotiated by the local parties prior to the implementation of a permanent schedule.
 - ii) All 4/5 schedules will be done on the basis that all full-time employees may be scheduled a maximum of 1,950 hours per calendar year.
 - iii) All other scheduling issues shall be negotiated by the local parties.
- (K) Either party, (the Employer or the Union), may notify the other party of their intention to amend or end this agreement with 6 months' notice.

SIGNED at Toronto this first day of April, 2025

For the Employer

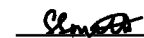

James Wickham (Apr 1, 2025 13:43 EDT)


Andrea Thompson




For the Union




Sherdean Smith (Apr 1, 2025 19:31 EDT)


Daniela Rusu (Apr 1, 2025 12:16 EDT)


Jenny Zhou (Apr 1, 2025 20:40 EDT)

LETTER OF UNDERSTANDING #2

between

THE KENSINGTON HEALTH CENTRE

(The Employer)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4599


(The Union)

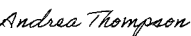
RE: Preceptor Premium:

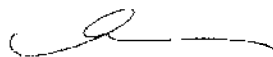
- Preceptors are assigned based on team members who have received the recommended preceptor training, demonstrate commitment to Kensington Health's values and strategic plan, and have positive assessments as preceptors.
- Based on availability of grant funding and when applicable, a premium will be paid to eligible preceptors. Preceptors for registered positions will receive a \$2/hr premium up to a maximum of 400 hours per student. Preceptors of non-registered positions will receive a \$1/hr premium up to a maximum of 310 hours per student.
- Preceptors will only receive one premium at a time regardless of the number of students mentored.
- Preceptor premiums are intended for frontline staff.
- Preceptor premiums are dependent on the availability of grant funding and may cease upon three months' notice.

SIGNED at Toronto this first day of April, 2025

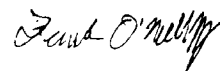
For the Employer



James Wickham (Apr 1, 2025 13:43 EDT)


Andrea Thompson



For the Union




Sherdean Smith (Apr 1, 2025 19:31 EDT)


Daniela Rusu (Apr 1, 2025 12:16 EDT)


Jenny Zhou (Apr 1, 2025 20:40 EDT)

LETTER OF UNDERSTANDING #3

between

THE KENSINGTON HEALTH CENTRE

(The Employer)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 4599

(The Union)

RE: Recognition for International Nursing Experience

THE PARTIES AGREE AS FOLLOWS:

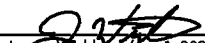
1. Health Human Resources (HHR) in the Health Care Sector, including the LTC sector have been challenging times to recruit qualified Registered Staff to provide care to the Residents we service.
2. To deal with the HHR situation we currently face, creative ways to address this internally is required until the HHR crisis subsides.
3. One of these creative means is to recognize international nursing experience while the HHR crisis is ongoing, provided the employee is licensed to practice in the Province of Ontario, and is in good standing with the College of Nurses of Ontario.
4. It is the intention of the Employer to follow the norms of our sector, which historically has not recognized international nursing experience. It will also be the intent of the Employer to return to recognition of North American nursing experience only when the Employer is able to overcome the current recruitment challenges.
5. This letter of understanding begins registered staff hired October 1, 2023, and either party may end this agreement with thirty (30) days written notice. If this Letter of understanding standing ends all affected RN's whether hired during the time period of this LOU or before will remain and continue on the wage grid on the advanced level, they have moved. Specifically, they won't be moved back down the wage grid to where they would have been if international experience wasn't taken into consideration.
6. This letter of understanding can be renewed at the agreement of both parties.
7. The parties agree that Registered Staff hired before October 1, 2023, who have

documented international nursing experience in the 10 years prior to being hired at Kensington, can produce that documentation, and be moved up the RN wage grid accordingly. The adjustment will happen on the date when the documentation is produced and will not be retroactive to date of hire. The union agrees not to file a Grievance on the members behalf if the terms of this LOU are implemented and adhered to.

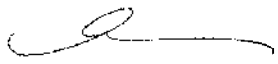
- 8. All the above is made on a without prejudice or precedent setting basis on the position either party may take in the future.

SIGNED at Toronto this first day of April, 2025

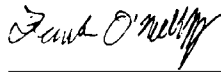
For the Employer



James Wickham (Apr 1, 2025 13:43 EDT)

Andrea Thompson



For the Union


Frank O'Malley


Sheredean Smith (Apr 1, 2025 19:31 EDT)

Daniela Rusu
Daniela Rusu (Apr 1, 2025 12:16 EDT)

Jenny Zhou
Jenny Zhou (Apr 1, 2025 20:40 EDT)
