

COLLECTIVE AGREEMENT

between



THE WEXFORD RESIDENCE INC.
(hereinafter called the "Wexford")

AND

CUPE

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3791**
(hereinafter called the "Union")

Effective January 1, 2024 to December 31, 2025

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ARTICLE 1 – PREAMBLE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer, the prompt disposition of grievances, the final settlement of disputes and to establish and maintain satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible care and health protection for residents.

1.02 **Gender neutral pronouns are used.**

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees of the Wexford Residence Inc. in Toronto, save and except Managers, persons above the rank of Manager, Dietitian, Coordinator of Education, Clinical Nurse Specialist, Social Worker, and Clerical employees in the Administrative and Business offices.

2.02 For the purpose of this Collective Agreement,

- (a) "employees" shall be members of the bargaining unit as defined in Article 2.01 above; and
- (b) employees who regularly work more than forty-five (45) hours per two (2) week period shall be defined as full-time employees; and
- (c) employees who regularly work forty-five (45) hours or less per two (2) week period shall be defined as part-time employees.
- (d) A casual employee is defined as one who works on intermittent (irregular) and as needed basis and depending on the employee's indicated availability.

2.03 Where a part-time employee is replacing a full-time employee for a definite period of time (for example, maternity leave, sick leave, etc.) and works consistently 70 hours or more in a two week period for twelve (12) weeks, that employee shall be considered full-time.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion, transfer or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as herein provided;

- (c) make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees. Such reasonable rules and regulations are to be discussed by the parties before implementation;
- (d) generally operate the Home in a manner consistent with the obligations of the Employer to the general public in the community served;
- (e) determine the term, nature and kind of services rendered; the kinds and locations of machines, tools, instruments and equipment; the content of jobs and number of employees to be employed; the extension, limitation, curtailment or cessation of operations or any part thereof, to select, control and direct the use of all materials required in the operation of the Home and to schedule the work and services to be provided and performed.

The Employer agrees that none of the rights set forth in this Article shall be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – UNION SECURITY

- 4.01 All employees in the bargaining unit shall authorize the Employer to deduct from their earnings an amount equivalent to the dues prescribed by the Constitution of the Union. Such deduction will have the required Union dues deducted from their pay commencing the first pay of the month following employment.

All such amounts shall be remitted to the National CUPE office prior to the 15th day of the month following, together with a list of employees from whom such sums were deducted.

The Union shall indemnify and save harmless the Employer, its agents, and/or employees acting on behalf of the Employer, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with the collection and remittance of such dues.

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with conditions of employment set out in the Article dealing with dues check-off.

On commencing employment, a new employee shall be introduced to their Union Steward or representative during orientation. The employee will be provided with a copy of the Collective Agreement.

- 4.02 **T4 Slips**

The Employer will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes available through the Employer's payroll system.

- 4.03 **Notification to the Union**

The Employer will provide the Union with written notification of all hires, layoffs, recalls and terminations within the bargaining unit. At the time of hire, the Employer will provide the union with the employee's name, address and telephone number.

- 4.04 **No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

ARTICLE 5 – RELATIONSHIP

5.01 **The Right to a Harassment-Free Workplace**

- (a) The Wexford is committed to creating and maintaining a workplace environment that recognizes the dignity and worth of every employee. The Wexford believes that every person has the right to receive fair and equitable treatment and that there is no place for harassment and discrimination in the workplace.

To this end, the Wexford is committed to eliminating any and all discrimination and harassment practices, behaviours and policies from the workplace through pro-active and corrective measures.

- (b) Allegations of violations of the Human Rights Code may be processed as grievances. The parties agree to maintain as much confidentiality as the investigation and the resolution of the grievance permits.

5.02 **Residents Rights Statement**

The parties recognize that residents have rights as is set forth in the *Resident Bill of Rights*. Both parties recognize the right of residents to live in an environment free from harassment, intimidation and abuse.

5.03 **Workplace Harassment**

The Employer and the Union are committed to an environment that supports fair and equal treatment of every employee. The parties will not tolerate harassment, intimidation or abuse in the workplace and encourages the reporting of all such incidents. The Wexford will uphold a zero tolerance policy.

These principles apply to all individuals who are employed by the organization, those working under contractual agreements, students, volunteers, medical employees, physicians and others.

The Wexford supports and adheres to the principles and practices set out in provincial Human Rights legislation, which provides fair and equitable rights and opportunities for all individuals on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, religion, age and any other prohibited ground.

- 5.04 Workplace Intimidation/Violence/Harassment is defined as any incident in which a person reasonably believes they have been either physically or psychologically abused, threatened or assaulted in circumstances related to their work. Any such behavior could be initiated by clients and/or staff including Board Members, volunteers, contractors, or visitors. This definition would include all forms of intimidation, verbal abuse, threats, assaults and disrespectful behavior.

- 5.05 **Sexual Harassment** – means engaging in a course of comments that is known to be unwelcome, or inappropriate. This may include demeaning gestures, remarks, jokes, physical contact; comments about one's private life, sexual orientation, and marital or family status.

- 5.06 **Racial/Ethnic Harassment** – means engaging in a course of conduct relating to race & ethnicity that is known to be unwelcome or inappropriate.

- 5.07 **Discrimination** – is one or a series of actions resulting in unfavorable or adverse treatment that negatively affects an employee. This may include the exclusion from employment or employment benefits and/or the refusal to work with someone.

- 5.08 **Poisoned Environment** – is a form of discrimination. It includes any conduct/comment that creates an offensive or hostile climate.
- 5.09 **No Reprisal** – every individual who, in good faith, files a complaint of harassment or discrimination has a right to do so without the threat of reprisal. An employee who intentionally makes a false complaint pursuant to this Article will be subject to discipline up to and including discharge.
- 5.10 **Violence in the Workplace**
The parties recognize that employees may be exposed to unwanted behavior from others in the workplace and that such behaviour may result in injury and/or emotional distress to the employee.
Violence shall be defined as an incident in which the employee is abused, threatened or assaulted during the course of their employment. This includes the application of force, threats, with or without weapons, and severe verbal abuse. All incidents involving aggression or violence shall be brought to the attention of the Joint Occupational Health and Safety Committee.
The Wexford will inform the Union immediately of any reported incidents of workplace violence.

ARTICLE 6 – UNION REPRESENTATION AND COMMITTEES

- 6.01 **Union Activity on Premises and/or Access to Premises**
The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on the Employer's premises or on the Employer's time without the prior approval of the Employer, except as specifically provided for in this Agreement.
It is understood that nothing herein interferes with the right of employees to communicate about Union business in the employee's lounge.
- 6.02 **Union Stewards**
The Employer agrees to recognize four (4) Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.
A Steward or designate **selected by the union** may, in the absence of any Steward, assist in the presentation of any grievance, as set out in the grievance procedure.
It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Home and shall not leave their regular duties without first obtaining permission from their immediate Supervisor. If, in the performance of their duties, a Union Steward is required to enter an area within the Home in which they are not originally employed, they shall report their presence to the Supervisor in the area immediately upon entering it.
Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such Steward shall again report to their immediate Supervisor.
A Union Steward shall suffer no loss of earning for time spent in performing the above duties during their regular scheduled hours of work.

6.03 **Labour-Management Committee**

Where the parties mutually agree, that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply:

A maximum of three (3) representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement. Such meetings will not exceed one (1) meeting every two (2) months unless mutually agreed.

All time spent at Labour-Management meetings shall be considered time worked and employees working on this committee shall be paid at their regular hourly rate of pay. It is understood that no overtime rate of pay shall apply to stewards attending these meetings.

It is further understood that if bargaining unit members on this committee attend a scheduled meeting outside their work hours, the Employer will pay for time spent at the meeting for one employee at **their** regular straight time wages and CUPE Local 3791 will pay for the other employee.

6.04 **Bargaining Committee**

The Employer agrees to recognize a negotiating committee comprised of **five (5)** employee representatives of the Union for the purpose of negotiating a collective agreement. The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a collective agreement, up to but not including arbitration.

Nothing in this provision is intended to preclude the Union negotiating committee from having assistance of any representative of the Canadian Union of Public Employees when negotiating with the Home.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Home will endeavor to provide a one (1) day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave will be considered leave of absence for Union business, but shall not be deducted from the Union's entitlement under Article 15.02.

6.05 **Grievance Committee**

The Employer will recognize a Grievance Committee composed of the Chief Steward and not more than three (3) employees selected by the Union who have completed their probationary period. A national representative of the Union may be present at the meeting of the Committee.

The purpose of the Committee is to deal with grievances as set out in this Collective Agreement.

The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article and the Employer shall not be required to recognize such members until so notified.

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

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 An employee shall have the right to request that a Union Steward be present during any formal disciplinary meeting, or at any stage in the grievance procedure. In cases of suspension or discharge, the Employer shall inform the employee of this right. However, nothing in this Article shall prevent the Employer from taking prompt disciplinary action where no Steward is available on site.
- 7.03 It is the mutual desire of the parties hereto that grievances of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Supervisor the opportunity of adjusting their grievance.

Such grievance shall be discussed with their immediate Supervisor within eight (8) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within eight (8) calendar days, it shall then be taken up as a written grievance within eight (8) calendar days following advice of their immediate Supervisor's decision in the following manner and sequence:

Step 1

The employee may submit a written grievance signed by the employee to their immediate Supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. Where an employee is not available, in order to protect the time limits, a union steward may sign the grievance on behalf of the grievor and the grievor will subsequently sign within five (5) days - failing which the grievance will be deemed abandoned. The immediate Supervisor will deliver their decision in writing within eight (8) calendar days following the day on which the grievance was presented to him/her. Failing settlement, then:

Step 2

Within eight (8) calendar days following the decision under Step 1, the employee may submit the written grievance to their Director or Manager who will deliver their decision in writing within eight (8) calendar days from the date on which the written grievance was presented to them. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate Supervisor and Director or Manager are the same person. Failing settlement, then:

Step 3

Within eight (8) calendar days following the decision in Step 2, the grievance may be submitted in writing to the Executive Director or their designate. A meeting will then be held between the Executive Director or their designate and the Grievance Committee within eight (8) calendar days of the submission of the grievance at Step 3 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting.

7.04 **Policy Grievance**

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall originate at Step 3 within eight (8) calendar days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

7.05 **Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Director or Manager or **their** designate within eight (8) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 A claim by an employee who has completed **their** probationary period, that **they** have been unjustly discharged or suspended, shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step 3 within eight (8) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

7.07 **Referral to Arbitration**

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty-one (21) days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

7.08 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 Union and the employees.

7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labor for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two (2) nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labor for the Province of Ontario to appoint a Chairperson.

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

- 7.11 No matter may be submitted to arbitration, which has not been properly carried through all the requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 7.15 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 8 – CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer's Executive Director or designate and President of the Local Union.

ARTICLE 9 – DISCHARGE AND DISCIPLINE

- 9.01 Wherever the Employer deems it necessary to suspend or discharge an employee, including a probationary employee, the Employer shall notify the Union of such suspension or discharge in writing.
- 9.02 (a) For probationary employees, the following will apply:
- (i) A probationary employee may be discharged at the sole discretion and for any reason satisfactory to the Employer and such action by the Employer is not subject to the grievance and arbitration procedure and does not constitute a difference between the parties.
 - (ii) It is understood, however, that this section will not apply **unless there is alleged bad faith, and/or arbitrary and/or discriminatory conduct, in contravention of the *Human Rights Code*.**

In all cases, having completed their probationary period, an employee's seniority shall be dated back to the date of last hire.

9.03 Access to Personnel File

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

To gain access to their personnel file, the employee must provide the Executive Director or their designate with at least twenty-four (24) hours written notice. Such viewing will only take place during regular business hours Monday through Friday, and in the presence of a designate, assigned by the Executive Director.

- 9.04 When a steward is required, at the request of a Manager/Director and, under the terms of this Agreement, to deal with grievance/s or discipline matters outside of their hours of work, the steward shall be paid for such time at their regular rate of pay. It is understood that no overtime provision shall apply to stewards attending these meetings.
- 9.05 Twelve (12) months following a suspension or disciplinary action, including letters of reprimand, or any adverse reports such as letters of counsel, shall be removed from the employee's record provided that no further identical discipline had been received during this period, and shall not be used against her/him. In the event of an occurrence/incident of a criminal nature which puts the Employer's vulnerable population at risk, the seriousness of the offence will determine the length the record will remain part of the employee's record. Failure to grieve previous discipline, or to pursue such a grievance to Arbitration shall not be considered an admission that such discipline was justified.

ARTICLE 10 – SENIORITY

10.01 Probationary Period

New full-time employees shall serve a probationary period of four (4) calendar months or six hundred (600) hours worked, whichever first occurs.

Part-time and casual employees shall serve a probationary period of four hundred and fifty (450) hours worked. Seniority shall be effective from date of last hire.

10.02 Definition of Seniority

- (a) Seniority for full-time employees is defined as the length of service with the Employer in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, but only to the extent set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.
- (b) All part-time employees and casual employees will be credited with seniority and service based on 1800 hours paid equals one year of service. Part-time and casual employees will be credited for service with the employer prior to certification from date of hire.

10.03 Loss of Seniority

An employee shall lose all seniority and service shall be deemed to have terminated if they:

- (a) Resign, and does not withdraw within 48 hours;
- (b) Are discharged and not reinstated through the Grievance/Arbitration procedure;
- (c) Are retired;
- (d) Are absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing to the Home a satisfactory reason;
- (e) Have been laid off for twenty four (24) months;

- (f) If the employee has been laid off and fails to return to work within eight (8) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer.

10.04 **Job Postings**

Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of five (5) consecutive working days, excluding Saturdays, Sundays and holidays. Applications for such vacancies shall be made in writing within the five (5) day period referred to herein. Only the first and subsequent vacancy need be posted.

When filling a vacancy for a permanent position requiring applicants to be Registered Nurses, the Employer shall consider the applicant's skill, efficiency, ability and qualifications. When, as between two or more applicants, these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy.

When filling a vacancy for positions, which do not require that applicants be Registered Nurses, the Employer shall appoint the senior applicant able to meet the normal requirements of the job.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) working days.

The successful applicant shall be allowed a trial period of up to forty-five (45) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

10.05 **Job Posting – Temporary Vacancy**

Any temporary vacancy with an anticipated duration of eight (8) weeks or more will be posted.

Except for sick leave an employee returning from leave of absence shall have the right to **their** former position with two weeks' notice.

10.06 **Transfer and Seniority Outside the Bargaining Unit**

- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit, they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

10.07 Transfer of Seniority and Service

An employee whose status has changed from full-time to part-time or casual shall receive full credit for their seniority and service on the basis of one year equals eighteen hundred (1800) hours.

An employee whose status has changed from part-time or casual to full-time shall receive credit for their seniority and service on the basis of one (1) year for each eighteen hundred (1800) hours paid.

10.08 Seniority Lists

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year.

Employees may challenge their seniority dates for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct. However, an employee who is absent when the list is so posted shall have thirty (30) days from the date of their return to work to challenge the seniority list and if they fail to do so, the seniority list as posted shall be deemed to be correct.

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

Seniority will operate on a bargaining unit-wide basis.

10.10 Effect of Absence

Unless otherwise provided in the collective agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick days, or any other benefits under any provision of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) days, the benefits concerned appropriately reduced on a pro-rated basis, and the employee's anniversary date will be adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of the absence, except that the Employer will continue to pay its share of premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence.
- (d) Notwithstanding the 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 or LTD benefits, or for a period of one year if an employee's unpaid absence is due to an illness.

ARTICLE 11 – LAYOFF

- 11.01 (a) Both parties recognize that job security should increase in proportion to length of service. Therefore in the event of a layoff employees shall be laid off in reverse order of seniority provided the employees remaining are qualified and able to perform the remaining work.
- (b) It is also understood that a probationary employee, once laid off, shall have no recall rights.

11.02 Notice

In the event of a proposed layoff of a permanent or long-term nature, the Home shall:

- (i) Provide the Union with no less than eight (8) weeks written notice whenever possible of the proposed layoff and if requested, will meet with the Union to discuss the reason for the lay-off.
- (ii) Provide to the affected employee(s), if any, no less than six (6) weeks written notice of layoff, or pay in lieu thereof. Payment in lieu for part-time employees, if necessary, will be calculated on the basis of an employee's weekly earnings averaged over the six (6) month period prior to the notice of layoff.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

11.03 Staff Planning Committee

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving the employees any notice of layoff, meet with the Union to discuss the situation and any possible means of minimizing staff impact.

11.04 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 11.02(a)(ii) may:

- (a) Accept the layoff; or
- (b) Opt to receive a separation allowance and relinquish all recall rights; or
- (c) Displace another employee who has lesser bargaining unit seniority in the same, lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 11.02.

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

Note: For the purpose of operation of clause (c), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to the laid-off employee is within 1 % of the laid off employee's straight-time hourly wage rate.

- 11.05 (a) An employee who is subject to layoff other than a layoff of a permanent or long term nature shall have the right to accept the layoff or displace another employee as per 11.04(c).

- (b) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting in the collective agreement shall not apply until the recall process has been completed.
 - (c) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall act reasonably.
 - (d) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
 - (e) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so.
 - (f) The Employer shall notify the employee of recall opportunity by registered mail addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.
 - (g) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed twenty (20) calendar days providing they have the qualifications set out in Article 10.04(b). An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
 - (h) In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 11.02.
- 11.06 No member of the Union, so long as they are President of CUPE Local 3791, shall be laid off for any reason, other than for just cause.

ARTICLE 12 – NO CONTRACTING OUT

- 12.01 (a) The Employer will not contract out any work usually performed by employees in this bargaining unit to the extent that such contracting out results in a lay off or reduces the regular hours of work of any full-time or part-time employees in the bargaining unit. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.
- (b) **Prior to retaining an agency to fill a shift, the Employer will ensure that the shift is offered to members of the bargaining unit in order of seniority on a rotational basis.**

ARTICLE 13 – WORK OF THE BARGAINING UNIT

- 13.01 (a) Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purpose of instruction, experimentation, or in emergencies.

- (b) All five (5) team leaders will be part of the bargaining unit, it being understood that the Employer will expect them to do performance appraisals of all staff on their team.
- (c) The use of unpaid personnel shall not cause a layoff or reduction of hours of any member of the bargaining unit.

(d) **Use of Volunteers**

The Employer and Union value the contributions of volunteers towards the goals of the Employer. The expansion of volunteers is one way to increase the quality of life for our residents. However, the Employer will agree that volunteers will not cause any reduction in hours to regular full-time and part-time employees.

The Employer will provide the Union with a total of all volunteer hours on a semi-annual basis.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to the employee's immediate Supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. All requests for leave of absence will be subject to consideration of the efficient operation of the Employer.

Personal leaves of absence, which are to exceed thirty (30) calendar days, will be without accrual of seniority/service. If the employee chooses to continue to be enrolled in the Benefit Plans, the employee will be responsible for payment of both the Employer and employee share of benefit premiums.

14.02 Union Business

(a) The Employer shall grant a leave of absence without pay and without loss of seniority to attend Union conventions, seminars, education classes and other Union business in connection with the Collective Agreement (such as General Memberships meetings, pre-negotiation meetings and the like) provided that such leave will not interfere with the efficient operation of the Home. Such leave will not be unreasonably denied.

(b) The Employer shall grant leave of absence for up to **five (5)** employees provided that no more than **three (3)** employees will be from **the same shift or assigned unit.**

The Union will endeavour to provide union representation for all shifts in person or by phone, if necessary.

(c) Request for Union leave must be made in writing to the Employer at least two (2) weeks in advance unless not reasonably possible to give such notice.

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

14.03 Leave for Family Matters

Regular full-time employees who have completed their probation, may be granted leave for up to a total of four (4) days with pay per calendar year, and such days shall be

charged against the employee's sick bank, for matters associated with family members, that is – child, parent, spouse, common-law partner, or same sex partner.

This leave is limited to the following circumstances:

- (a) Unpredictable family health and/or home emergencies where alternative arrangements cannot reasonably be made.

14.04 **Full-Time Position with the Union**

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

Seniority shall accumulate for employees during such leave on the basis of what their normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum, if any, provided under the provisions of the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Home of their intention to return to work at least six (6) weeks prior to the date of such return. The employee shall be returned to their former classification (if such classification still exists) or to alternate work in accordance with the established seniority system and to the same shift if possible at the appropriate rate of pay having regard to the employee's seniority/service. The Employer may fill the vacancy resulting from such leave on a temporary basis.

14.05 **Bereavement Leave**

An employee who has completed their probationary period and is bereaved of spouse or child shall be granted up to five (5) scheduled working days leave of absence with pay up to and including the day after the funeral.

An employee who has completed their probationary period and is bereaved of parent or sibling, grandparent or grandchildren shall be granted up to four (4) scheduled working days leave of absence with pay up to and including the day after the funeral.

An employee who has completed their probationary period and is bereaved of brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, uncle or aunt shall be allowed one (1) scheduled working day leave of absence with pay up to and including the day after the funeral.

It is understood that spouse in this Article shall include common-in-law partner and same sex partner as defined in the *Family Law Act*.

Where the burial occurs over 1000 kilometers away, an additional leave without pay for a reasonable amount of time may be granted if requested and the Employer may request proof of death.

14.06 **Jury and Witness Duty**

Where an employee who has completed their probationary period is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding, in which the Crown is a party, or who is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) Notifies the Home immediately on the employee's notification that they will be required to attend at court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Deposits with the Home the full amount of compensation received excluding mileage, travel and meal allowances and an official receipt thereof.

In addition, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home on their regular scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than they are required to work that day, the Employer will attempt to reschedule the shift so as to include the time spent at such Hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Employer is unable to reschedule the employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

For clarity, the parties note that no payment shall be made with respect to an employee who is required to attend as a witness at an Arbitration Hearing.

14.07 **Education Leave**

- (a) 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.
- (b) Where training and development opportunities are available under the Employer's education budget, such opportunities shall be publicized so that all interested members of the bargaining unit are made aware, apply for, and are given due consideration.
- (c) Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Employer.
- (d) The Employer may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that the employee gives at least one month's notice in writing, unless impossible, and provided that such leave may be arranged without undue inconvenience to the normal operations of the *Wexford*. Applicants must indicate their date of departure and specific date of return.
- (e) When an employee is required by the Employer to attend in-service training outside their regularly scheduled working hours, and the employee does attend same, they shall be paid for all time spent on such attendance at their regular straight time hourly rate of pay.
- (f) When the Employer requires training outside working hours, it will compensate employees.

14.08 **Pregnancy and Parental Leave**

- (a) "Parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

"Parental Leave" means a leave of absence under subsection 38(1) of the *Employment Standards Act*.

"Pregnancy Leave" means a leave of absence under subsection 35(1) of the *Employment Standards Act*.

- (b) A pregnant employee who started employment with her Employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.
- (c) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (d) The employee must give the Employer:
 - (i) At least two weeks' notice of the date the leave is to begin; and
 - (ii) A certificate from a legally qualified medical practitioner stating the expected birth date.
- (e) Article 14.08(d) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than expected.
- (f) An employee described in 14.08(e) within two weeks of stopping work, must give the Employer:
 - (i) Written notice of the date the pregnancy leave began or is to begin; and
 - (ii) A certificate from a legally qualified medical practitioner that,
 - (a) In the case of an employee who stops work because of complications caused by her pregnancy, states the employee is unable to perform their duties because of complications caused by their pregnancy and states the expected birth date; or
 - (b) In any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.
- (g) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (h) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

The pregnancy leave of an employee ends on a day earlier than the day provided for in Article 14.08(g) or (h) if the employee gives the Employer at least four weeks written notice of that day.

14.09 **Parental Leave**

- (a) An employee who has been employed by their Employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following:
 - (i) The birth of the child; or
 - (ii) The coming of the child into the custody, care and control of a parent for the first time.
- (b) Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

- (c) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (d) The employee must give the Employer at least two weeks written notice of the date the leave is to begin.
- (e) Article 14.09(d) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- (f) The parental leave of an employee described in Article 14.09(a) begins on the day the employee stops working.
- (g) An employee described in Article 14.09(a) must give the Employer written notice that the employee wishes to take leave within two weeks after the employee stops working.
- (h) Parental leave ends no later than sixty-one (61) weeks if the employee has taken pregnancy leave after it began or on an earlier day if the employee gives the Employer at least four weeks written notice of that day (Sixty-three (63) weeks if the employee has not taken pregnancy leave).
- (i) An employee who has given notice to begin pregnancy leave or parental leave may change the notice.
 - (i) To an earlier date if the employee gives the Employer at least two weeks written notice before the earlier date; or
 - (ii) To a later date if the employee gives the Employer at least two weeks written notice before the date leave was to begin.
- (j) An employee who has given notice to end leave may change the notice:
 - (i) To an earlier date if the employee gives the Employer at least four weeks written notice before the earlier date; or
 - (ii) To a later date if the employee gives the Employer at least four weeks written notice before the date leave was to end.
- (k) (i) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in Article 14.09(k)(ii) that is related to their employment unless they elect in writing not to do so.
 - (ii) For the purpose of Article 14.09(k)(i) the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
 - (iii) During an employee's pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions for any plan described in Article 14.09(k)(ii) unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.
 - (iv) Seniority continues to accrue during pregnancy leave or parental leave.
- (l) (i) If the Employer's operations were suspended or discontinued while the employee was on a leave and have not resumed when the leave ends, the Employer shall reinstate the employee, when the operations resume in accordance with the Employer seniority system or practice, if any.
 - (ii) The Employer shall pay a reinstated employee wages that are at least equal to the greater of,

- (a) The wages the employee was most recently paid by the Employer; or
- (b) The wages that the employee would be earning had the employee worked throughout the leave.

An Employer shall not intimidate, discipline, suspend, layoff, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

14.10 **Pregnancy and Parental Leave Supplemental Benefits**

- (a) An employee who is on pregnancy leave and who is in receipt of Employment Insurance pregnancy leave benefits, shall be paid a supplemental Employment Insurance Benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly employment insurance benefits. Such payment shall commence after the one (1) week employment insurance waiting period.
- (b) An employee who is on parental leave and who is in receipt of Employment Insurance parental leave benefits, shall be paid a supplemental employment insurance benefit for a period not exceeding ten (10) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of their normal weekly earnings and the sum of their weekly employment insurance benefits. Such payment shall commence after the one (1) week employment insurance waiting period (if applicable).
- (c) In order to qualify for the supplemental benefits, an employee must complete ten (10) months of continuous service prior to the expected date of birth or the expected date of adoption.
- (d) The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on her last day worked prior to the commencement of the leave, times their normal weekly hours, plus any wage increase or salary increment that they should be entitled to receive if they were not on pregnancy or parental leave.
- (e) 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.

14.11 **Self Isolation**

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

ARTICLE 15 – HOURS OF WORK

15.01 **Daily & Weekly Hours of Work**

- (a) Nothing herein shall be construed as a guarantee of hours of work per day or per week or the number of days per week.

- (b) The normal daily hours of work shall be up to seven and half hours (7.5) per day exclusive of a half (1/2) hour uninterrupted unpaid meal period. The normal bi-weekly work period for full-time employees shall be seventy-five (75) hours.
- (c) An employee who is scheduled to work 7.5 hours shall be permitted a rest period of fifteen (15) consecutive minutes in both, the first half and the second half of each scheduled work period in an area made available by the Employer.
- (d) Shifts of 6 hours or longer enjoy the second period and shifts of less than 6 hours be limited to one fifteen-minute rest period.

15.02 **Scheduling**

- (a) Schedules shall be posted two (2) weeks in advance of going into effect. There shall be no changes to the schedule. Employees may exchange their shifts with other employees in their department and they are responsible for informing their department head/head nurse of such change to said schedules.

In the event employees, of their own accord, wish to exchange shifts with appropriate qualified employees presently in the employ of the Employer, they shall first submit a request five (5) days in advance of the proposed change, in writing, to the Manager for their approval in writing.

The Employer shall not be responsible or liable for any overtime claims, premium payments, and/or non-compliance with any premium or scheduling provision in this Collective Agreement, which might arise or accrue as a result of the exchange of shifts.

- (b) Members shall not work more than six (6) consecutive days without a day off. The Employer and Union agreed to finalize a new arrangement whereby Activationists are not required to work six consecutive days without a day off.
- (c) There should be sixteen (16) hours of rest between shifts. Where sixteen hours is not provided, time and one-half shall be paid, unless the employee called in is willing to accept the extra shift at their regular straight time hourly rate of pay.
- (d) In scheduling full-time shifts, the Employer will schedule so as to provide a minimum of one week-end off in every two (2) weekend period. A week-end is defined as Saturday and Sunday. In scheduling part-time shifts, the Employer will endeavor to schedule so as to provide a minimum of one (1) week-end off in every two (2) week-end period, unless the employee makes a request to the contrary.
- (e) Where a holiday, as set out in this agreement, is observed on a Friday or a Monday, the Employer will endeavor to schedule employees who are off for the week-end to also have the holiday off.

Conversely, where a holiday, as set out in this agreement is observed on a Friday or a Monday, the employer will endeavor to schedule employees who are working on the weekends to also be scheduled for the holiday. When a part-time employee is scheduled to work a week-end shift, that week-end shift will not be granted as a day off unless it forms part of the vacation week. This does not prevent the employee from exchanging shifts as outlined in 15.02 (a)

- (f) Casual employees shall only be pre-booked for two shifts per 2 week period.

15.03 Notwithstanding the provisions contained in the agreement, the following will apply to the Dietary employees (former CLAC agreement).

- a. The Employer shall schedule employees in accordance with the following: a. No shift shall be of less than four (4) hours duration. An employee who reports to work (so long as her

attendance was requested by the Employer) shall be paid a minimum of four (4) hours wages.

- b. The Parties recognize that there are established shift patterns. The parties recognize that there may be a requirement to change shifts or establish alternative shifts in the future. Changes will not be implemented without prior discussion with the Union.
- c. Nothing herein shall be construed as a guarantee of hours of work per day or per week or the number of days per week.
- d. The regular hours of work for regular full-time employees, excluding Cooks, shall be up to eight (8) hours per day inclusive of an unpaid meal period of thirty (30) minutes.
- e. All employees shall be scheduled on a master schedule. No changes shall be made to the master schedule without consultation and mutual agreement with the employees involved. All regular hours and shifts worked in the department shall be included on the master schedule.
- f. When extra shifts become available as a result of an employee taking an approved leave or vacation, or if a shift or shifts are added permanently but do not constitute a job posting, the Employer will offer the additional time to the most senior qualified employees, up until the point of overtime subject to staffing and scheduling requirements.

Required attendance at a staff meeting, an in-service, or other mandatory meeting shall be considered hours worked. In-services and other meetings not part of a regular shift shall begin within one-half (1/2) hour of a shift worked. These hours shall be paid at straight time

15.04 **Split Shifts**

No regular shift shall be scheduled with an unpaid break between portions of the shift except for the meal break.

15.05 **Additional Rest Periods**

- (a) An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period for a second tour.
- (b) An employee required to work more than three (3) hours overtime on the same day and has worked a full shift, shall receive a meal break after three (3) hours and be provided with a meal or where no meal is available, shall receive a meal allowance of eight dollars (\$8.00).

15.06 **Overtime**

- (a) All time worked in excess of seven and one half (7.5) hours per day or seventy-five (75) hours over a two (2) week pay period or after the seventh consecutive and subsequent working day shall be considered overtime.
- (b) As per Article 15.02, no overtime shall be paid to an employee for time worked as a result of an exchange of a shift between two (2) employees for reasons of personal convenience.
- (c) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.
- (d) The parties recognize the principle that, where practicable, seniority shall be the governing factor in the distribution of overtime and call in among employees willing and qualified to do the work.

15.07 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer.

The reporting allowance outlined herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay.

15.08 Call-Back

Where full-time employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the appropriate rate subject to the overtime and scheduling provisions of this Article.

15.09 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of one shift, they shall be paid the rate in the higher salary range immediately above their current rate from the commencement of the shift on which they are assigned the job.

Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment.

15.10 (a) Shift Premium

Employees shall be paid a shift premium of forty-five (45 cents) per hour for all hours worked between 1500 and 0700 hours.

(b) Weekend Premium

Effective the start of the first pay period after ratification, employees shall be paid a weekend premium of an additional \$0.55/hour for all hours worked between Friday at 23:00 hours and Sunday at 23:00 hours. This premium shall be in addition to the regular shift premium.

15.11 Call In Provision

- (a) "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Where the call in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire scheduled shift had been worked, providing the scheduled shift is completed.
- (c) Employees will be paid for all actual hours work if called in after one half (1/2) hour of the commencement of the scheduled shift.

ARTICLE 16 – HOLIDAYS

16.01 **List of Holidays**

The Employer recognizes the following as paid holidays:

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

In addition, each full-time employee who has completed her probationary period shall receive two (2) floating holidays to be taken on days mutually agreed upon between the Employer and the employee.

Part time employees who have completed their probationary period shall receive one (1) float holiday to be taken on a day mutually agreed upon between the Employer and the employee.

Float days must be used within the calendar year. Any unused float days, due to the employer refusal based on operational demands, will be paid out in the last pay period in December.

A shift on a paid holiday is the one where the majority of hours worked falls within the holiday, and shall be deemed to be work performed on the holiday for the full shift.

16.02 **Christmas or New Year's Off**

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 Year's Day. The Home will provide two (2) and endeavour to provide three (3) consecutive days off at either Christmas or New Year's Day. Scheduling objective may be waived between December 20th and January 10th in order that this may be accomplished.

16.03 **Holiday on Day Off**

If a holiday falls on an employee's scheduled day off, they shall receive a paid day off in lieu within forty-five (45) days of the holiday to be agreed between the employee and the Home.

16.04 **Holiday Qualifiers**

In order to qualify for holiday pay, the employee must work their regular scheduled shift immediately preceding and immediately following the holiday. An employee scheduled to work on any of the qualifying days or holidays and who does not report for work without a valid reason, shall forfeit their holiday pay.

Employees on unpaid leaves of absence in excess of thirty (30) calendar days will be eligible for only one paid holiday during their entire leave of absence.

16.05 **Payment for Working on A Holiday**

If an employee is required to work on any of the holidays set out in Article 16.01 the employee shall be paid at the rate of time and one-half (1.1/2) their regular straight time hourly rate of pay for all hours worked on such holiday, subject to Article 16.06. In addition, if the employee qualifies in accordance with Article 16.04 above, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work. Lieu days under this provision to be mutually scheduled within forty-five (45) days. If the day is not scheduled the holiday pay will be paid out to the employee.

16.06 **Payment for Working Overtime on a Holiday**

Where an employee is required to work authorized overtime in excess of the normal daily hours of work on a paid holiday, such employee shall receive time and one half (1.1/2) their regular straight time hourly rate for such authorized overtime.

ARTICLE 17 – VACATIONS

17.01 An employee shall receive an annual vacation with pay in accordance with the years of service as follows:

Less than 1 year of service	1 day per month of service to a maximum of 10 days	4% of gross earnings
1 year but less than 3 years	2 weeks vacation	4% of gross earnings
3 years but less than 8 years	3 weeks vacation	6% of gross earnings
8 years but less than 15 years	4 weeks vacation	8% of gross earnings
15 years but less than 20 years	5 weeks vacation	10% of gross earnings
20 years but less than 25 years	6 weeks vacation	12% of gross earnings
25 years service or more	7 weeks vacation	14% of gross earnings

17.02 **Prorating Vacation Pay on Termination**

An employee terminating their employment at any time in their vacation year before they have had their vacation, shall be entitled to a proportionate payment or wages payable to them under this Article in lieu of such vacation.

17.03 **Vacation Scheduling**

An employee shall be entitled to take vacation at any time during the calendar year, provided the vacation request does not conflict with the efficient operation of the Home as reasonably determined by the Administrator.

(a) **Summer Vacation**

On January 1 of each year, the Employer shall post a blank vacation schedule sheet. Each employee shall have the right to indicate, on this sheet, the time during which they prefer to take vacation for the months of June, July and August, no later than March 1st. Approval for such vacation will be posted by April 15th.

- (i) These requests will be granted on the basis of seniority.
- (ii) Employees will not be entitled to vacation in greater than two (2) week segments.
- (iii) Employees who do not indicate a vacation preference as per (i) above, will be granted vacation on a first come first served basis, it being understood, that the granting of such vacation will not displace a vacation of an employee made prior to March 1st.

17.04 **Illness on Vacation**

Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

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.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

17.05 **Vacation Pay**

- (a) Full-time and part-time employees will receive **vacation pay at the rate of two percent (2%) of their gross annual earnings for each week of vacation entitlement, when they take their vacation.**
- (b) **Casual employees will receive vacation pay on a separate cheque on January 1st and July 1st of each calendar year.**

17.06 Vacation schedules, once posted, shall not be changed unless mutually agreed upon by the employee and the Employer.

17.07 Employees shall not have more than one (1) year of vacation entitlement in their vacation bank at any one time. It is understood however the parties can agree to waive this provision.

ARTICLE 18 – SICK LEAVE

18.01 **Sick Leave Defined**

Sick leave means a period of time an employee is absent from work by virtue of being unable to work because of sickness, or accident for which compensation is not payable under Workers Compensation.

18.02 **Sick Leave Credits**

Employees who have completed their probationary period shall be credited with one day of sick leave per month of probation and shall accumulate sick leave credits at the rate of one day for each additional month of employment.

18.03 **Unused Sick Leave**

The unused portion of a full-time employee's sick leave shall accrue for their future benefit up to eighty-five (85) days.

18.04 **Proof of Illness**

An employee may be required by the Home to produce proof of illness in the form of a medical certificate from a legally qualified Medical Practitioner for any absence due to illness or accident.

Should there be any charge to the employee for the above-noted certificate, such costs will be paid by the Employer upon receipt of authorized billing from the attending physician or proof of payment to the attending physician by the employee.

18.05 **Sick Leave Records**

The Employer will provide all full-time employees with the number of sick days remaining in their sick bank as well as vacation outstanding on each pay stub.

18.06 **Modified Work**

If, on the recommendation of the *Workplace Safety and Insurance Board*, or the attending Physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work exists within the Home, the parties agree to meet to explore methods to expedite the return to work of such employee(s). Both parties acknowledge the mutual benefit in expediting the employee's return to work. Any agreement reached between the

Employer and the Union resulting from such meeting will take precedence over this Collective Agreement.

The Employer agrees to supply the Union with a copy of the Workers' Compensation Board's (WSIB) Form 7 (*Employer's Report & Accidental Injury or Industrial Disease*) at the same time as the form is sent to the Board.

ARTICLE 19 – HEALTH & SAFETY

- 19.01 The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the *Wexford*, in order to prevent injury and illness. The parties agree to comply with the *Occupational Health & Safety Act (Ontario)*. The Employer and Union Co-Chairs will operate as partners in the development of policies and procedures and work-site inspections.
- 19.02 The Employer and employees shall maintain their existing Health and Safety Committee, in accordance with the provisions of the *Occupational Health and Safety Act (Ontario)*.
Scheduled time spent in such meetings and investigations is to be considered time worked and shall be paid in accordance with the collective agreement. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

ARTICLE 20 – BENEFITS

- 20.01 The Employer shall continue the existing benefit plans paying the indicated premium costs and providing the following provisions for each full-time employee who has completed four (4) months of service:
- (a) One hundred per cent (100%) of the premium cost of a Benefits Insurance Provider Extended Health Care plan which shall include \$25/\$25 deductible Drug Plan and coverage for hearing aids of \$300.00 every five (5) years or its equivalent. Generic drug substitution will be permitted unless the non-generic drug is expressly prescribed by the employee's physician. There shall be a dispensing cap fee of seven dollars and fifty cents (\$7.50). Fluoride treatments are restricted to persons eighteen (18) years of age and under.
 - (b) The Extended Health Care Plan will provide Vision Care coverage **effective the start of the next month after ratification (May 2024) Vision Care will increase an additional \$25/24 months to \$325.00 every two years. Effective the start of the next month after ratification April 2025) increase Vision care to \$400/24 months.**
 - (c) One hundred per cent (100%) of the premium cost of a Group Plan of Life and Accidental Death and dismemberment insurance that provides for coverage of twice an employee's annual salary rounded off to the next \$500.00, with double indemnity in the case of accidental death.
 - (d) One hundred per cent (100%) of the premium cost of a Benefits Insurance Provider Dental Plan #9 or equivalent paying the current ODA fee schedule as it may be amended from time to time, with a \$ 2,000.00 per year maximum for each individual.
 - (e) One hundred per cent (100%) of the billed premium cost of a Long Term Disability Plan providing 60 per cent (60%) income replacement, coverage for two (2) years for

disability on "own occupation" and a maximum seventeen (17) week waiting period. [Eligibility for long term disability after one (1) years' service.

- (f) The Employer shall provide the Union with a copy of the benefit booklet with the current insurer. The Employer further agrees to maintain all benefits included with the current plan, and shall notify the Union prior to any change in Insurance Carrier.
- (g) Orthopaedic shoes and support hose and/or surgical stockings amended to provide for employees only and a \$700.00 cap for each benefit.
- (h) Effective, April 1, 2022, the extended health care plan shall provide \$400.00 per person, per year for orthotics. Effective the start of the next month after ratification, orthotics shall increase an additional \$50/year to \$450 per person per year.
- (i) Post Age 65 and Post Age 70 Benefits

Full-time employees who continue to be actively employed past the age of 65 shall be eligible for the following benefits under the same cost sharing basis as full-time active employees under the age of 65, except as modified below:

After age 65:

- **Life Insurance and AD&D at 1X annual salary**
- **Extended Health as per the collective agreement**
- **Vision Care as per the collective agreement**
- **Dental as per the collective agreement**
- **Sick Leave-per the collective agreement**
- **Fourteen cents (\$0.14) per hour worked in lieu of long-term disability benefits.**

After Age 70:

- **Extended Health as per the collective agreement**
- **Vision Care as per the collective agreement**
- **Dental as per the collective agreement**
- **Hearing as per the collective agreement**
- **Sick Leave as per the collective agreement.**
- **Twenty-five cents (\$0.25) per hour worked in lieu of long-term disability benefits, travel benefits and life insurance.**

20.02 Benefits for Part-Time and Casual Employees

A part-time or casual employee who has completed their probationary period shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Home, as part of direct compensation or otherwise, save and except salary, vacation pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty and bereavement pay) an amount equal to nine percent (9%) of their regular straight time hourly rate for all straight time hours paid. (For clarity, holiday pay is included as part of the percentage in lieu).

- 20.03 The Employer shall pay its share of the cost of the above benefits while an employee is eligible to receive sick benefits, or if an employee is off work due to a compensable injury for up to eighteen (18) months.

ARTICLE 21 – PENSION PLAN

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

21.01 "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.

21.02 Each eligible employee covered by this collective agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

21.03 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.

21.04 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.

21.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act, R.S.O. 1990, CH P8*, as amended, which the Administrator of the Plan 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 disk, 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 the 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 by Article 21.05 of the Agreement are:

- (i) To be provided once, only at Plan commencement:
 - Date of hire/date of birth/date of first remittance
 - Seniority list [for purposes of calculating past service credit]
- (ii) To be provided with each remittance:
 - Name
 - Social insurance number
 - Monthly remittance
 - Pensionable earnings
- (iii) To be provided once, and if status changes:
 - Address as provided to the Home
 - Termination date (when applicable)
- (iv) To be provided once, if readily available:
 - Gender
 - Marital status

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 The Employer shall pay wages bi-weekly in accordance with Schedule A attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions.

22.02 In the event of an error on an employee's pay, the correction will be made on the pay period following the date on which the overpayment comes to the Employer's attention provided proper notice to the affected employee is made in advance. If the error results in more than twenty-five (25%) of an employee's net pay being corrected due to overpayment such amount will be deducted over at least three (3) pay periods. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide for the shortfall within three (3) business days from the date it is notified of the error.

22.03 Uniforms

The Employer shall provide staff, who are required to wear uniforms, with two (2) uniforms per year, (**one set in December and one set in June**) at no cost to the employee.

ARTICLE 23 – GENERAL

23.01 No strike or Lock-out

The Union agrees there shall be no strikes and the Employer agrees there shall be no lock-outs so long as this Agreement continues to operate. The terms "strike" and "lock-out" shall bear the meaning given them in the *Ontario Labour Relations Act*.

23.02 Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

23.03 The Employer shall provide a bulletin board which shall be so placed that all employees will have access to them and upon which the Union shall have the right to post notices.

23.04 The cost of printing sufficient copies of the Collective Agreement will be shared equally between the Employer and the Union.

23.05 Current Certificate

RNs and RPNs who have not registered online for their Annual Registration by 15th February of each year will be placed on an unpaid leave of absence. Failure to register online for their Annual Certification by 30th April may result in termination of employment.

23.06 Job Sharing – RNs and RPNs

- a) Job Sharing requests about full-time positions shall be considered on an individual basis.
- b) Total hours worked by the two job sharers shall equal one (1) full-time position.
- c) The division of these hours on the schedule shall be determined by mutual agreement by the staff involved, with the approval of the Employer.
- d) Each job sharer may exchange shifts with their partner, as well as with other nurses as provided by the Collective Agreement.
- e) The job sharers involved will have the right to determine which partner works on scheduled statutory holidays and job sharers shall only be required to work the number of paid statutory that a full-time nurse would be required to work.
- f) It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Manager must be notified to book coverage. Job sharers are not required to cover for their partners in case of prolonged or extended absences.
- g) In the event that one member of the job-sharing arrangement goes on vacation, maternity or any other leaves pursuant to Article 14 of the Collective Agreement, the coverage of the job shared position will be negotiated with the Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- h) Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted, and selection will be based on the criteria set out in the Collective Agreement.
- i) An incumbent full-time nurse wishing to share her/his position, may do so without having their half of the position posted; however, the other half of the job-shared position must be posted and the selection based on the criteria set out in the Collective Agreement.

- j) If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position.
- The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for which they are qualified. If they do not continue full-time, the position shall be posted in accordance with the Collective Agreement.
- k) Either party may discontinue the job-sharing arrangement with ninety (90) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE 24 – JOB CLASSIFICATIONS

- 24.01 The Employer agrees to draw up job descriptions for all positions listed in Schedule A and provide copies to the Union. If the job duties or requirements substantially change, the Employer will provide the Union with updated job descriptions.
- 24.02 When the duties of any classification are substantially changed, or when a new position coming within the scope of this bargaining unit is created during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay, such dispute shall be submitted to arbitration.

ARTICLE 25 – TERM OF AGREEMENT


- 25.01 This Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2025, and shall continue from year to year unless either party gives the other party notice, in writing, that it desires its termination or amendment.
- 25.02 This Agreement may be amended by the parties by mutual agreement at any time during the existence of this Agreement.

Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

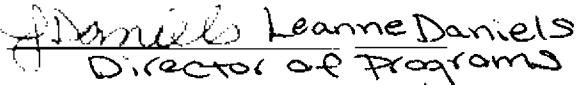
IN WITNESS WHEREOF the parties have hereunto executed this agreement.

Dated at Toronto this 17th day of April, 2025.

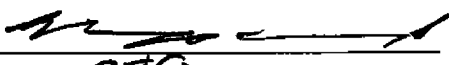
For THE WEXFORD RESIDENCE Inc.



WINSTON MORRIS
DIRECTOR FINANCE




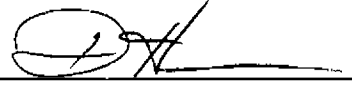
Leanne Daniels
Director of Programs





CEO


For CUPE and Its Local 3791

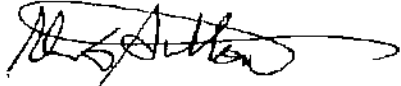












SCHEDULE A – WAGES

DIETARY

Effective January 1, 2024:		3.5% Increase			
		450 Hrs. (PT)	1800 Hrs.	3600 Hrs.	5400 Hrs.
Position	Start	600 Hrs. (FT)	or 1 Yr.	or 2 Yrs.	or 3 Yrs.
Dietary Aide	\$19.76	\$20.64	\$22.29	\$23.02	\$23.27
Porter	\$19.76	\$20.64	\$22.29	\$23.02	\$23.27
Cook	\$23.52	\$24.45	\$25.98	\$27.46	\$27.46
Cook's Helper	\$22.29	\$23.20	\$24.74	\$26.22	\$26.22

Effective January 1, 2025:		3.5% Increase			
		450 Hrs. (PT)	1800 Hrs.	3600 Hrs.	5400 Hrs.
Position	Start	600 Hrs. (FT)	or 1 Yr.	or 2 Yrs.	or 3 Yrs.
Dietary Aide	\$20.45	\$21.36	\$23.07	\$23.83	\$24.08
Porter	\$20.45	\$21.36	\$23.07	\$23.82	\$24.08
Cook	\$24.34	\$25.31	\$26.89	\$28.42	\$28.42
Cook's Helper	\$23.07	\$24.01	\$25.61	\$27.14	\$27.14

SHIFT PREMIUM 45 cents per hour for all hours worked between 1500 and 0700 hours.

WEEKEND PREMIUM 55 cents per hour for all hours worked between Friday 23:00 hours and Sunday at 23:00 hours.

Effective January 1, 2024:		3.5% Increase		
Position	Start	1 Yr.	2 Yrs.	3 Yrs.
R.P.N.	\$31.69	\$32.00	\$32.33	\$32.61
Activationist	\$25.11	\$25.52	\$25.80	\$25.92
P.S.W.	\$28.33	\$28.74	\$29.02	\$29.12
Aide/Housekeeping	\$21.87	\$22.25	\$22.81	\$23.19
Janitor/Porter	\$21.87	\$22.25	\$22.81	\$23.19
Facility Coordinator	\$22.84	\$23.66	\$24.34	\$24.82
R.N.	\$47.07	\$47.51	\$48.17	\$48.60
Supervisor Housekeeper	\$24.48	\$25.00	\$25.32	\$25.61
Reception	\$21.39	\$21.93	\$22.43	\$22.99
Assistant Nursing Services	\$24.31	\$24.77	\$25.19	\$25.64

Effective January 1, 2025:		3.5% Increase		
Position	Start	1 Yr.	2 Yrs.	3 Yrs.
R.P.N.	\$32.80	\$33.12	\$33.46	\$33.75
Activationist	\$25.99	\$26.41	\$26.70	\$26.83
P.S.W.	\$29.32	\$29.75	\$30.04	\$30.14
Aide/Housekeeping	\$22.64	\$23.03	\$23.61	\$24.00
Janitor/Porter	\$22.64	\$23.03	\$23.61	\$24.00
Facility Coordinator	\$23.64	\$24.49	\$25.19	\$25.69
R.N.	\$48.72	\$49.17	\$49.86	\$50.30
Supervisor Housekeeper	\$25.34	\$25.88	\$26.21	\$26.51
Reception	\$22.14	\$22.70	\$23.22	\$23.79
Assistant Nursing Services	\$25.16	\$25.63	\$26.07	\$26.54

Effective the first pay period after ratification.				
Amend the following classifications only				
Position	Start	1 Yr.	2 Yrs.	3 Yrs.
R.P.N.	\$34.80	\$35.12	\$35.46	\$35.75
R.N.	\$50.72	\$51.17	\$51.86	\$52.30

R.N's working as a "Charge Nurse" receive \$0.40/hr. extra

LETTER OF UNDERSTANDING

Re: Recent Related Experience

The Employer will recognize recent related RN and **RPN** experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid.


Part-time service shall be recognized for the purposes of placement on the wage grid only on the same basis as those part-time employees employed in the bargaining unit (see Article 10.06).

It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If **they** fail to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, **they** shall not be entitled to recognition.

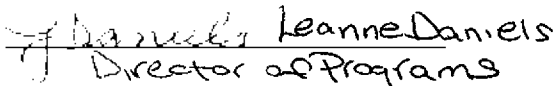
The Employer undertakes to review and recognize the appropriate previous experience of all RN's and **RPN's** who are currently employed.

Dated at Toronto this 17th day of April, 2025.


For THE WEXFORD RESIDENCE Inc.



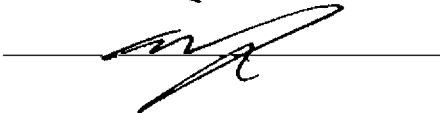
WINSTON MORRIS
DIRECTOR FINANCE



Leanne Daniels
Director of Programs



CEO



For CUPE and Its Local 3791

